

The Gazette



of India

PUBLISHED BY AUTHORITY

 No. 101 NEW DELHI, SATURDAY, MARCH 9, 1963/PHALGUNA 18, 1963

NOTICE

The undermentioned Gazettes of India Extraordinary were published upto the 1st. March 1963 :—

Issue No.	No. and date	Issued by	Subject
32	S.O. 532, dated 21st February, 1963.	Ministry of Law.	Declaration containing the name of the candidate elected by the elected members of the Legislative Assembly of Maharashtra in place of Shri Vinayakrao Pandurang Patil.
33	S.O. 533, dated 23rd February, 1963.	Ministry of Information and Broadcasting.	Approval of films specified therein.
34	S.O. 534, dated 25th February, 1963.	Ministry of Commerce and Industry.	The Trade and Merchandise Marks (Amendment) Rules, 1963.
35	S.O. 576, dated 25th February, 1963.	Election Commission, India.	Amendment in notification No. 434/WB/61(1), dated 3rd January, 1962.
36	S.O. 577, dated 1st March, 1963.	Ministry of Mines & Fuel.	Fixation of prices at which coal or coke may be sold by colliery owners.
	S.O. 578, dated 1st March, 1963.	Do.	Fixation of prices at which coal or coke over-loaded at any weigh-bridge may be sold by colliery owners.

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

PART II—Section 3—Sub-section (ii)

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

ELECTION COMMISSION, INDIA

New Delhi, the 21st February, 1963

S.O. 583—It is hereby notified for general information that the disqualification under clause (c) of section 7 of the Representation of the People Act, 1951, incurred by the person whose name and address are given below, has been removed by the Election Commission in exercise of the powers conferred on it by the said clause and section of the said Act:—

SCHEDULE

Name and address of the disqualified candidate	Serial No. and name of constituency	Commission's notification No. and date under which disqualified
1	2	3
Shri Kanhya Lal Azad, Aazad Bhavan, Nagra, Ajmer, Rajasthan.	9. Ajmer.	RJ-P/9/62(13), dated the 20th June, 1962.

[No. RJ-P/9/62(13-R)/6517.]

By Order,

PRAKASH NARAIN, Secy.

MINISTRY OF HOME AFFAIRS

New Delhi, the 28th February 1963

S.O. 584.—In exercise of the powers conferred by clause (1) of article 258 of the Constitution, the President, with the consent of the Government of Orissa, hereby entrusts also to the Additional Inspector General of Police, C.I.D. (Intelligence and Vigilance), under the Government of Orissa, the functions of the Central Government in making orders of the nature specified in clauses (a), (b), (c) and (cc) of sub-section (2) of section 3 of the Foreigners Act, 1946 (31 of 1946), subject to the following conditions, namely:—

- (a) that the functions so entrusted shall be exercised in respect of nationals of Pakistan;
- (b) that in the exercise of such functions the said Additional Inspector General of Police, C.I.D. (Intelligence and Vigilance) shall comply with such general or special directions as the Government of Orissa or the Central Government may from time to time issue; and
- (c) that notwithstanding this entrustment the Central Government may itself exercise any of the said functions should it deem fit to do so in any case.

[No. 1/9/63-F.III.]

FATEH SINGH, Jt. Secy.

New Delhi, the 2nd March 1963

S.O. 585.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules further to

amend the Central Civil Services (Classification, Control and Appeal) Rules, 1957, namely:—

1. These rules may be called the Central Civil Services (Classification, Control and Appeal) second amendment Rules, 1963.

2. In the Central Civil Services (Classification, Control and Appeal) Rules, 1957, in Part II of the Schedule, for the existing item (e) and the entry relating thereto in column 3, against the entry "Labour Officers, Class II" in column 1, the following entry shall be substituted, namely:—

"(e) Government Opium and Alkaloid Works, Ghazipur".

[No. F. 7/4/63-Ests(A).]

U. S. BAJPAI, Under Secy.

MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 28th February 1963

S.O. 586.—In exercise of the powers conferred by sub-section (1) of Section 3 of the Indian Emigration Act (No. VII of 1922), the Controller General of Emigration has been pleased to appoint Shri S. B. Veerabhadrappe as Protector of Emigrants, Mandapam Camp with effect from the forenoon of February 11, 1963 *vice* Shri S. N. Narasimhan.

[No. CPEO/9/63.]

N. R. MUKHERJEE,
Attache (PVA).

MINISTRY OF FINANCE
(Department of Economic Affairs)

New Delhi, the 2nd March 1963

S.O. 587.—Statement of the Affairs of the Reserve Bank of India, as on the 22nd February 1963.

BANKING DEPARTMENT

LIABILITIES	Rs.	ASSETS	Rs.
Capital paid up	5,00,00,000	Notes	12,63,43,000
Reserve Fund	80,00,00,000	Rupee Coin	1,50,000
National Agricultural Credit (Long Term Operations) Fund	61,00,00,000	Small Coin	2,00,000
National Agricultural Credit (Stabilisation) Fund	7,00,00,000	National Agricultural Credit (Long Term Operations) Fund	
		(a) Loans and Advances to :—	
		(i) State Governments	23,67,39,000
		(ii) State Co-operative Banks	10,62,10,000
		(iii) Central Land Mortgage Banks	
		(b) Investment in Central Land Mortgage Bank Debentures	2,84,88,000
<i>Deposits :—</i>		National Agricultural Credit (Stabilisation) Fund	
(a) Government		Loans and Advances to State Co-operative Banks
(i) Central Government	84,56,38,000	Bills purchased and Discounted :—	
(ii) State Governments	9,79,74,000	(a) Internal
(b) Banks		(b) External
(i) Scheduled Banks	77,84,22,000	(c) Government Treasury Bills	61,25,56,000
(ii) State Co-operative Banks	2,30,86,000	Balances held Abroad*	11,95,89,000
(iii) Other Banks	5,36,000	Loans and Advances to Governments**	26,52,21,000
(c) Others	162,95,72,000	Loans and Advances to :—	
Bills Payable	31,36,76,000	(i) Scheduled Banks†	38,60,80,00 ^o
Other Liabilities	59,65,80,000	(ii) State Co-operative Banks††	13,1,19,23,000
		(iii) Others	1,44,57,000
		Investments	226,67,39,000
		Other Assets	34,07,89,000
Rupees	581,54,84,000	Rupees	581,54,84,000

*Includes Cash and Short-term Securities.

**Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

† Includes Rs. 26,81,50,000 advanced to scheduled banks against usance bills under Section 17(4) (c) of the Reserve Bank of India Act.

†† Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 27th day of February, 1963.

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 22nd day of February 1963.

ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department	12,63,43,000		Gold Coin and Bullion :—		
Notes in circulation	2194,47,89,000		(a) Held in India	117,76,10,000	
Total Notes issued		2207,11,32,000	(b) Held outside India		
			Foreign Securities	95,08,43,000	
			TOTAL		212,84,53,000
			Rupee Coin		117,84,58,000
			Government of India Rupee Securities		1876,42,21,000
			Internal Bills of Exchange and other commercial paper		
TOTAL LIABILITIES		2207,11,32,000	TOTAL ASSETS		2207,11,32,000

Dated the 27th day of February, 1963.

P. C. BHATTACHARYYA,
Governor

[No. F. 3(2)-BC/63]

A. BAKSI, Jt. Secy.

(Department of Revenue)

INCOME-TAX

New Delhi, the 27th February 1963

S.O. 588.—In pursuance of sub-clause (ii) of clause (15) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby specifies the following Certificates for the purposes of that sub-clause, namely:—

The Government of India Defence Certificates.

[No. 9 F. No. 8/15/62-IT(AI)]

G. R. DESAI, Dy. Secy.

(Department of Revenue)

ORDER

STAMPS

New Delhi, the 2nd March 1963

S.O. 589.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby directs that in the Notification of the Ministry of Finance (Department of Revenue) No. 19 dated the 16th February, 1963 for the words "Bombay State Financial Corporation" substitute the words "Maharashtra State Financial Corporation".

[No. 21/F. No. 1/8/63-Cus.VII/Stamps.]

M. G. VAIDYA, Under Secy.

OFFICE OF THE COLLECTORATE OF CENTRAL EXCISE, PATNA

Patna, the 3rd January, 1963.

S.O. 590.—In continuation of this office Notification No. 1-CX/Pat/61, dated the 20th March 1961 and in pursuance of Rule 5 of the Central Excise Rules, 1944, I empower the Central Excise Officers of Patna Collectorate not below the rank of officers specified in column 4 of the annexed table and subject to the limitations set out therein to exercise within their respective jurisdictions, the powers of Collector under the Rules in column 3 thereof regarding special procedure in respect of battery plates.

Sl. No.	Nature of powers conferred on collectors.	Rule Number.	Collector's powers to be delegated to.
(1)	(2)	(3)	(4)
1.	To accept first ASP application for full period for which special procedure can be availed of.	96-Y(1)	Superintendent.
2.	To accept first ASP application for a period less than the prescribed period.	96-Y(2)	Do.
3.	To determine the period for which a manufacturer may be precluded from working under the special procedure for failure to give proper notice for not availing of such procedure during the period for which permission has been granted to him.	36-Y(3)	Assistant Collector.
4.	(a) To accept renewal applications in form A.S.P.	96-Y(4)	Superintendent.

(1)	(2)	(3)	(4)
(b) To condone delay in submission of ASP application for renewal.	96-Y(4)	(i) Superintendent for condoning delays not exceeding 15 days.	
		(ii) Assistant Collector for condoning delays exceeding 15 days.	
5. To condone delay in submission of application for removal in form A.R. 6 and to condone delays in making monthly deposits.	96-Z(2)	(i) Superintendent for condoning delay not exceeding 5 days.	
		(ii) Assistant Collector if the delay exceeds the limits under (i) above	
6. To impose following penalties for mis-declaration etc.			
(i) to demand duty at full rate	96-ZZZ(i)	} Assistant Collector. Adjudicating Officers in accordance with their normal limits of powers.	
(ii) to confiscate goods	96-ZZZ(ii)		
(iii) to impose penalty not exceeding Rs. 2000/-	96-ZZZ(iii)		
(iv) to debar a manufacturer from availing of special procedure.	96-ZZZ(iv)	Assistant Collector.	

[No. 1/CX/MP/63.]

TRADE NOTICE

Patna, the 16th January, 1963

SUBJECT.—Rule 224(3) of Central Excise Rules 1944—Clearance of Excisable Goods during the month of February, 1963, enforcement of restrictions—Instruction Regarding.

S.O. 591.—It has been decided that there will be no restriction under Rule 224(3) of Central Excise Rules, 1944, in respect of clearances of all excisable goods during the month of February, 1963. It will not therefore, be necessary to fix quotas for clearances of such goods during February, 1963.

[No. 9/3-MP/63.]

A. R. SHANMUGAM, Collector.

MINISTRY OF COMMERCE AND INDUSTRY

ORDER

New Delhi, the 25th February 1963

S.O. 592. IDRA/6/5.—In exercise of the powers conferred by Section 6 of the Industries (Development and Regulation) Act, 1951 (65 of 1951), read with rules 5(1) and 8 of the Development Councils (Procedural) Rules, 1952, the Central Government hereby appoints Shri N. K. Bhojwani, to be a member, till the 10th September, 1963, of the Development Council established by the Order of the Government of India in the Ministry of Commerce and Industry No. S.O. 2276, dated the 11th September, 1961, for the scheduled industries engaged in the manufacture or production of electric motors and of machinery and equipment for the generation, transmission and distribution of electric energy (excluding house

service meters and panel instruments) and directs that the following amendment shall be made in the said Order, namely:—

In the said Order, for entry No. 18 relating to Shri H. D. Shourie, the following entry shall be substituted, namely:—

“18. Shri N. K. Bhojwani, Executive Director, National Technical
Productivity Council, 38, Golf Links, New Delhi. Knowledge”

[No. 1(5)L. Pr./60.]

S. P. KRISHNAMURTHY, Under Secy.

RUBBER CONTROL

New Delhi, the 25th February 1963

S.O. 593.—In pursuance of Sub-section (2) of Section 6A of the Rubber Act, 1947 (24 of 1947), the Central Government hereby appoints Shri T. V. Joseph, Statistical and Accounts Officer, Rubber Board, as the Secretary of the Rubber Board, Kottayam, with effect from the forenoon of 18th February, 1963 until further orders *vice* Shri S. K. Moorthy appointed as Officer on Special Duty (Assessment), Rubber Board.

[No. F. 21(3)Plant(B)/62.]

B. KRISHNAMURTHY, Under Secy.

(Office of the Joint Chief Controller of Imports & Exports, Calcutta)

NOTICE

Calcutta, the 12th February 1963

S.O. 594.—It is hereby notified that in exercise of the powers conferred by clause 9 of the Imports (Control) Order, 1955, the Government of India, in the Ministry of Commerce and Industry propose to cancel licence No. A707300/60, dated 3rd November 1961 valued at Rs. 630/- for the import of Polystyrene Moulding Powder [Serial No. 113(c) of Pt. V] from the Soft Currency Area except Union of South Africa, granted by the Joint Chief Controller of Imports and Exports, Calcutta to Messrs. Jhankar Plastic Products, 115, Cotton Street, Calcutta-7, unless sufficient cause against this is furnished to the Joint Controller of Imports and Exports, Calcutta, within ten days of the date of issue of this notice, by the said Messrs. Jhankar Plastic Products, 115, Cotton Street, Calcutta or any Bank, or any other party, who may be interested in it.

In view of what is stated above, Messrs. Jhankar Plastic Products, 115, Cotton Street, Calcutta or any Bank, or any other party, who may be interested in the said licence No. A707300/60, dated the 3rd November 1961 are hereby directed not to enter into any commitments against the said licence and return it immediately to the Joint Chief Controller of Imports and Exports, Calcutta.

[No. 89/62/CDN.]

AMAR KANTA SEN,

Joint Chief Controller of Imports & Exports.

(Department of Company Law Administration)

New Delhi, the 22nd February 1963

S.O. 595.—In exercise of the powers conferred by sub-rule (2) of rule 11, clause (b) of sub-rule (2) of rule 14 and sub-rule (1) of rule 23 of the Central Civil Services (Classification, Control and Appeal) Rules 1957, the President hereby directs that the following amendments shall be made in the notification of

the Government of India in the late Ministry of Finance (Department of Company Law Administration) No. S.R.O. 624, dated the 28th February, 1957, namely:—

In the Schedule to the said notification, (a) in Part II—General Central Services Class III, for the headings 'Office of Regional Director, Company Law Administration' and 'Office of the Registrar of Companies' and the entries relating thereto, the following headings and entries shall be substituted, namely:—

1	2	3	4	5
<i>Office of the Regional Director, Company Law Administration.</i>				
Lower Division clerks (including Cashiers and Steno-typists).	Accounts Officer	Accounts Officer	All	Regional Director, Company Law Administration.
All other posts	Regional Director, Company Law Administration.	Regional Director, Company Law Administration.	All	Joint Secretary, Department of Company Law Administration.
<i>Office of the Registrar of Companies.</i>				
Lower Division clerks (including Cashiers and Steno-typists).	Registrar of Companies.	Registrar of Companies.	All	Regional Directors, Company Law Administration.
All other posts	Regional Director, Company Law Administration.	Regional Director, Company Law Administration.	All	Joint Secretary, Department of Company Law Administration.

(b) in Part III—General Central Services Class IV, for the heading 'Office of the Regional Director' and the entries relating thereto, the following heading and entries shall be substituted, namely:—

Office of the Regional Director, Company Law Administration.

All Posts.	Accounts Officer	Accounts Officer	All	Regional Director, Company Law Administration.
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[No. 5(8)-Admn.II/62.]

P. B. SAHARYA, Under Secy.

MINISTRY OF MINES & FUEL

New Delhi, the 23rd February, 1963.

S.O. 596.—Whereas the notification of the Government of India in the (Late Ministry of Steel, Mines and Fuel) Department of Mines and Fuel S.O. 485, dated the 6th February, 1962 under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, (20 of 1957), the Central Government gave notice of its intention to prospect for coal in the lands in the locality specified in the Schedule appended to that notification;

And whereas the Central Government is satisfied that coal is obtainable in the whole or any part of said lands;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire the lands referred to in the above and said notification measuring 190.60 acres or (77.19 hectares).

Any person interested in the aforesaid lands may within 30 days of the issue of this notification, file objection to the acquisition of the whole or any part of the lands or of any rights in or over such lands to the Coal Controller, 1, Council House Street, Calcutta.

The Plan of the area covered by this notification may be inspected at the office of the Deputy Commissioner, Hazaribagh (Bihar) or at the office of the Coal Controller, 1, Council House Street, Calcutta or at the office of the National Coal Development Corporation Limited (Revenue Section), "Darbhanga House," Ranchi

SCHEDULE

LAKHARI BLOCK—GIRIDIH COALFIELD

Drawing No Rev/23/62

Dated 16-4-1962

"All Rights"

(Showing lands to be acquired)

Sl No.	Village	Thana	Thana No.	District	Area in acres	Remarks
1	Lakhari	Giridih	101	Hazaribagh		Part
2	Bakshidih	"	195	"		"
TOTAL				190 60 Acres (Approx). or 77 19 hectares (Approx).		

Plot Nos. to be acquired in village Lakhari

283(Road) (P), 352(P), 385(P), 386(P), 387, 388, 389, 390, 391(P), 392(P), 415(P) 416, 417(P), 418(P), 422(P), 427(P), 429(P), 430(P), 431 to 447, 448(P), 449(P), 450 to 485, 486(P), 487, 488, 489, 490, 491(P), 492, 493(P), 497(P), 498(P), 499(P) 500, 501, 502, 503, 504, 505(P) 506, 507, 508(P), 510(P), 540(P), 544(P), 545, 546, 547, 548, 549(P), 550, 551(P), 552 to 584, 585(P), 586, 587, 588, 589, 590(P), 591(P), 592(P), 602(P), 603(P), 605(P), 606, 607, 608, 609, 610, 611(P), 612(P), 613(P), 616(P), 617 to 648, 649(P), 651(P), 652(P), 653 to 691, 692(P), 693(P), 694, 696(P), 697(P), 698(P), 699, 700(P), 701 to 197 and 920.

Plot Nos. to be acquired in village Bakshidih

1(P), 3(P), 5(P), 6 to 74, 75(P), 76 to 82, 83(P), 84(P), 88(P), 89(P), 90 to 250, 251(P), 253(P), 254, 255, 256, 257(P), 258, 259, 260, 261(P), 1141, 1142, 1143, 1144, 1145(P), 1146(P), 1147(P), 1198(P), 1201(P), 1204(P), 1207(P), 1209(P), 1210 to 1219, 1220(P), 1221 to 1227, 1228(P), 1229 to 1280, 1281(P), 1286(P), 1287 to 1335, 1338 and 1339.

BOUNDARY DESCRIPTION

A-B Line passes through Plot Nos. 251, 3 again 251 and 1 in village Bakshidih and meeting at point 'B'.

B-C line passes through Plot Nos. 1, 251, 253, 257, 261, 1228, 1220, 1198 again 1220, 1209, 1201, 1204, 1207, 1147, 1146, 1145 in village Bakshidih and meeting at point 'C'.

C-D line passes along the part Western boundary of Plot No. 825 (Road) in village Bakshidih and meeting at point 'D'.

D- line passes along the part common boundary of villages Bakshidih and Kararsahi and meeting at point 'E' (which is also the part common boundary of Giridih colliery).

E-F line passes along the common boundary of villages Lakhari and Kararsahi, Lakhari and Chaitadih, part common boundary of Lakhari and Bhandardi and meeting at point 'F' (which is also the common boundary of Giridih colliery).

F-A line passes through Plot Nos. 429, 427, 430, 418, 417, 422, 415, 448, 449, 392, 391, 385, 386, 486, 491, 493, 352, 497, 498, 499, 510, 508, 505, 544, 549, 540, 551, 283, 590, 591, 592, 585, 602, 603, 605, 611, 612, 613, 616, 649, 651, 652, 692, 693, 700, 696, 697, 698 in village Lakhari, through Plot Nos. 1281, 1286, 89, 88, 84, 83, 75, 5, 3 and 251 in village Bakshidih and meeting at point 'A'.

[No C2-20(3)/62]

ERRATUM

New Delhi, the 23rd February, 1963

S.O. 597.—In the notification of the Government of India in the Ministry of Mines and Fuel, S.O. No 3894, dated the 22nd December, 1962, published in part

II, Section 3, sub-section (ii) of the Gazette of India, dated the 29th December, 1962.

1. At page 4228

- (i) In the second line, for "spowing lands acquired" read "showing lands acquired";
- (ii) In the Schedule against Sl. No. 2 Column two, for "Kumbaradara (Kumbaradhara)" read "Kumbradara (Kumhradhara)";
- (iii) In the seventeenth line, for "Kumbaradara (Kumharadhara)" read "Kumbaradara (Kumhradhara)";
- (iv) In the twentieth line, for "258(P)" read "238(P)";
- (v) In the twentyfourth line, for "1035" read "1305(P)";
- (vi) In the twentyninth line, for "416(P), 427(P)" read "416(P), 417(P) and 427(P)";
- (vii) Above, "A-B line passes through plot Nos. 1, 18, 91, 92 in village Koihara" Insert "Boundary Description"; and
- (viii) In the fortyfourth line, for "96, 95" read "96, 97, 95".

2. At page 4229

- (i) In the third line for "Bhuchungdih Plot 'N' " read "Bhuchungdih and Plot Nos.".
- (ii) In the ninth line, for "988" read "986".

[No. C2-20(15)/62.]

P. S. KRISHNAN, Under Secy.

MINISTRY OF HEALTH

CORRIGENDUM

New Delhi, the 5th March, 1963

S.O. 598.—In the notification of the Government of India in the Ministry of Health No. S.O. 270, dated the 23rd January, 1963, published at page 355 in Part II, Section 3(ii) of the Gazette of India, dated the 2nd February, 1963 for "from the area of Ramji Nagar and Naraina Villages" read "from the area of Ranjit Nagar and Naraina village".

[No. F. 8-14/61-L.S.G.]

A. K. DAR, Under Secy.

MINISTRY OF TRANSPORT & COMMUNICATIONS

(Department of Transport)

(Transport Wing)

New Delhi, the 28th February, 1963

S.O. 599.—In exercise of the powers conferred by rule 130 and clause (i) of sub-rule (2) of rule 131 of the Defence of India Rules, 1962, the Central Government hereby makes the following Order, namely:—

Notwithstanding any restriction imposed by or under sections 4 and 14 of the Motor Vehicles Act, 1939 (4 of 1939), a person who is below 20 years of age shall be entitled to receive instruction in driving a motor vehicle from an institution set up, or recognised in this behalf, by the Central Government or a State Government:

Provided that such person is not below 18 years of age and is in possession of a certificate signed by the executive head of the institution to the effect that he is undergoing an accelerated course of training prescribed by the Government for purposes of defence of India and civil defence.

[No. 5-TL(1)/63.]

K. SRINIVASAN, Dy. Secy.

MINISTRY OF EDUCATION*New Delhi, the 27th February 1968*

S.O. 600.—In exercise of the powers conferred by sub-rule (2) of rule 11, clause (b) of sub-rule (2) of rule 14 and sub-rule (1) of rule 23 of the Central Civil Services (Classification, Control and Appeal) Rules, 1957, the President hereby makes the following amendments in the notification of Government of India in the Ministry of Education No. S.O. 2509, dated the 10th October, 1960, namely:—

In the Schedule to the said notification,

- (1) In Part I, General Central Service, Class II, the headings 'Central Institute of Education, Delhi'; 'National Fundamental Education Centre, New Delhi'; 'National Institute of Basic Education, New Delhi'; 'National Institute of Audio-Visual Education, New Delhi'; 'Directorate of Extension in Programme for Secondary Education, New Delhi' and 'Central Hindi Directorate, New Delhi'; and the entries relating thereto shall be omitted;
- (2) in Part II, General Central Service, Class III, the headings 'Central Institute of Education, Delhi'; 'National Fundamental Education Centre, New Delhi'; 'National Institute of Basic Education, New Delhi'; 'National Institute of Audio-Visual Education, New Delhi'; 'Directorate of Extension Programme for Secondary Education, New Delhi' and the entries relating thereto shall be omitted;
- (3) in Part III, General Central Service, Class IV, the headings 'Central Institute of Education, Delhi'; 'National Fundamental Education Centre, New Delhi'; 'National Institute of Basic Education, New Delhi'; 'National Institute of Audio-Visual Education, New Delhi'; 'Directorate of Extension Programmes for Secondary Education, New Delhi' and 'Central Hindi Directorate, New Delhi'; and the entries relating thereto shall be omitted.

[No. F. 1-34/62-O&M.]

C. S. NAYAR, Under Secy.

DELHI DEVELOPMENT AUTHORITY*New Delhi, the 2nd March 1968*

S.O. 601.—In pursuance of the provisions of sub-section (4) of Section 22 of the Delhi Development Act, 1957 the Delhi Development Authority has replaced at the disposal of the Central Government the land described in the Schedule below for placing it at the disposal of the Land and Development Office, Ministry of Works, Housing & Rehabilitation, Govt. of India, New Delhi.

SCHEDULE.

Land measuring 186.20 acres bearing khasra Nos. 650 min, 653 min, 654 min, 670 min, 675 min, 677 min, 693 min, 700 min, 701 min, 702 min situated in *Inderpat Estate* and land measuring 161.16 acres bearing khasra Nos. 52 min, 55 min, 56 min, 57 min, 58 min, 59 min, situated in *Chiragah South*.

The above plots of land are bounded as under:—

Inderpat Estate

NORTH: Nazul Land.
 SOUTH: Nazul Land.
 EAST: Nazul land of Chiragah South.
 WEST: Ring Road.

Chiragah South

NORTH: Nazul Land.
 SOUTH: Nazul Land.
 EAST: Canal Land.
 WEST: Nazul land of Inderpat.

[No. L.2(6)/61.]

R. K. VAISH, Secy.

MINISTRY OF LABOUR & EMPLOYMENT*New Delhi, the 23rd February 1963*

S.O. 602.—In exercise of the powers conferred by sub-section (1) of section 13 of the Employees' Provident Funds, 1952 (19 of 1952), the Central Government hereby appoints Shri J. V. Vasavada to be Inspector for the whole of the State of Maharashtra for the purposes of the said Act or of any scheme framed thereunder, in relation to any establishment belonging to, or under the control of the Central Government or in relation to any establishment connected with a railway company, a major port, a mine or an oil-field or a controlled industry.

[No 21(6)/62-PF.I.]

P. D. GAIHA, Under Secy.

New Delhi, the 23rd February 1963

S.O. 603.—In exercise of the powers conferred by sub-sections (1) and (3) of section 5A of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), the Central Government hereby establishes a Dock Labour Board for the port of Bombay, to be known by the name of the Bombay Dock Labour Board and appoints the following persons as the members thereof, namely:—

Members representing the Central Government:

- (1) Shri A. L. Dias, Chairman, Bombay Port Trust, Bombay—*Chairman*.
- (2) The Regional Labour Commissioner (Central), Bombay.
- (3) The Commissioner of Labour, Bombay.
- (4) The Deputy Chairman, Bombay Dock Labour Board
- (5) The Deputy Director General, Shipping, Bombay.

Members representing the dock workers:

- | | | |
|--------------------------|---|---|
| (1) Shri M. G. Kotwal. | } | Representatives of the Transport & Dock Workers' Union. |
| (2) Shri S. R. Kulkarni. | | |
| (3) Shri K. A. Khan. | | |
| (4) Shri W. T. Pinto. | | |
| (5) Shri H. N. Trivedi. | | Representative of the Bombay Stevedores' & Dock Labourers' Union. |

Members representing the employers of dock workers and shipping companies:

- | | | |
|---------------------------------|---|--|
| (1) Shri E. M. Cassinath. | } | Representatives of the Bombay Stevedores' Association Ltd. |
| (2) Shri S. C. Sheth. | | |
| (3) Shri D. A. Dhunjibhoy. | | |
| (4) Shri Rasiklal Harjeevandas. | | Representative of Indian Steamship Owners' Association. |
| (5) Shri N. M. Mchta. | | Representative of Karmahom Conference. |

2. The Central Government hereby nominates Shri A. L. Dias, Chairman, Bombay Port Trust, Bombay as the Chairman of the said Board.

[No. 519/23/62-Fac.]

New Delhi, the 25th February 1963

S.O. 604.—In exercise of the powers conferred by sub-section (3) of section 8 of the Provident Funds Act, 1925 (19 of 1925), the Central Government hereby adds to the Schedule to the said Act the name of the following public institution, namely:—

"The Vizagapatam Dock Labour Board, established under the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948)".

[No. 526/18/62-Fac.]

New Delhi, the 28th February 1963

S.O. 605.—The following draft of a scheme further to amend the Vizagapatam Dock Workers (Regulation of Employment) Scheme, 1959, which the Central Government proposes to make in exercise of the powers conferred by sub-section

(1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), is published as required by the said sub-section for the information of all persons likely to be affected thereby; and notice is hereby given that the said draft will be taken into consideration on or after the 30th March, 1963.

Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be taken into consideration by the Central Government.

Draft Scheme

1. This Scheme may be called the Vizagapatam Dock Workers (Regulation of Employment) Amendment Scheme, 1963.

2. In the Vizagapatam Dock Workers (Regulation of Employment) Scheme, 1959 (hereinafter referred to as the said Scheme), clause 4 shall be omitted.

3. In the said Scheme, for sub-clause (f) of clause 8, the following sub-clause shall be substituted; namely:—

“(f) determine the wages, allowances and other conditions of service in respect of registered workers in the Reserve Pool and refix their guaranteed minimum wages in a month after annual review.”

4. In the said Scheme, in clause 40, for the words and brackets “(whether in the Reserve Pool or on the monthly register)”, the words “in the Reserve Pool” shall be substituted.

[No. 522/14/62-Fac.]

S.O. 606.—The following draft of a scheme further to amend the Cochin Dock Workers (Regulation of Employment) Scheme, 1959, which the Central Government proposes to make in exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), is published as required by the said sub-section for the information of all persons likely to be affected thereby; and notice is hereby given that the said draft will be taken into consideration on or after the 30th March, 1963.

Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be taken into consideration by the Central Government.

Draft Scheme

1. This Scheme may be called the Cochin Dock Workers (Regulation of Employment) Amendment Scheme, 1963.

2. In the Cochin Dock Workers (Regulation of Employment) Scheme, 1959 (hereinafter referred to as the said Scheme), clause 4 shall be omitted.

3. In the said Scheme, for sub-clause (f) of clause 8, the following sub-clause shall be substituted; namely:—

“(f) determine the wages, allowances and other conditions of service in respect of registered workers in the Reserve Pool and refix their guaranteed minimum wages in a month after annual review.”

4. In the said Scheme, in clause 40, for the words and brackets “whether in the Reserve Pool or on the monthly register)”, the words, “in the Reserve Pool” shall be substituted.

[No. 522/14/62-Fac.]

S.O. 607.—The following draft of a scheme further to amend the Madras Dock Workers (Regulation of Employment) Scheme, 1956, which the Central Government proposes to make in exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), is published as required by the said sub-section for the information of all persons likely to be affected thereby; and notice is hereby given that the said draft will be taken into consideration on or after the 30th March, 1963.

Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be taken into consideration by the Central Government.

Draft Scheme

1. This Scheme may be called the Madras Dock Workers (Regulation of Employment) Amendment Scheme, 1963.

2. In the Madras Dock Workers (Regulation of Employment) Scheme, 1956 (hereinafter referred to as the said Scheme), clause 4 shall be omitted.

3. In the said Scheme, for sub-clause (f) of clause 8, the following sub-clause shall be substituted, namely:—

“(f) determine the wages, allowances and other conditions of service in respect of registered workers in the Reserve Pool and refix their guaranteed minimum wages in a month after annual review.”

4. In the said Scheme, in clause 41, for the words and brackets “(whether in the Reserve Pool or on the monthly register)”, the words “in the Reserve Pool” shall be substituted.

[No. 522/14/62-Fac.]

S.O. 608.—The following draft of a scheme further to amend the Bombay Dock Workers (Regulation of Employment) Scheme, 1956, which the Central Government proposes to make in exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), is published as required by the said sub-section for the information of all persons likely to be affected thereby; and notice is hereby given that the said draft will be taken into consideration on or after the 30th March, 1963.

Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be taken into consideration by the Central Government.

Draft Scheme

1. This Scheme may be called the Bombay Dock Workers (Regulation of Employment) Amendment Scheme, 1963.

2. In the Bombay Dock Workers (Regulation of Employment) Scheme, 1956 (hereinafter referred to as the said Scheme), clause 4 shall be omitted.

3. In the said Scheme, for sub-clause (f) of clause 8, the following sub-section shall be substituted, namely:—

“(f) determine the wages, allowances and other conditions of service in respect of registered workers in the Reserve Pool and refix their guaranteed minimum wages in a month after annual review.”

4. In the said Scheme, in clause 41, for the words and brackets “(whether in the Reserve Pool or on the monthly register)”, the words “in the Reserve Pool” shall be substituted.

[No. 522/14/62-Fac.]

S.O. 609.—The following draft of a scheme further to amend the Calcutta Dock Workers (Regulation of Employment) Scheme, 1956, which the Central Government proposes to make in exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), is published as required by the said sub-section for the information of all persons likely to be affected thereby; and notice is hereby given that the said draft will be taken into consideration on or after the 30th March, 1963.

Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be taken into consideration by the Central Government.

Draft Scheme

1. This Scheme may be called the Calcutta Dock Workers (Regulation of Employment) Amendment Scheme, 1963.

2. In the Calcutta Dock Workers (Regulation of Employment) Scheme, 1956 (hereinafter referred to as the said Scheme), clause 4 shall be omitted.

3. In the said Scheme, for sub-clause (f) of clause 8, the following sub-clause shall be substituted, namely:—

“(f) determine the wages, allowances and other conditions of service in respect of registered workers in the Reserve Pool and refix their guaranteed minimum wages in a month after annual review.”

4. In the said Scheme, in clause 41, for the words and brackets “(whether in the Reserve Pool or on the monthly register)”, the words “in the Reserve Pool” shall be substituted.

[No. 522/14/62-Fac.]

S.O. 610.—In exercise of the powers conferred by sub-section (1) of section 3 of the Indian Dock Labourers Act, 1934 (19 of 1934) and in continuation of the notification of the Government of India in the late Ministry of Labour No. S.O. 3045, dated the 5th December, 1956, the Central Government hereby further appoints the following officers to be Inspectors for the purposes of the said Act within the local limits of the ports specified against each, namely:—

Inspectors	Ports
Senior Inspector, Dock Safety, Ministry of Labour and Employment, Calcutta.	Calcutta.
Senior Inspector, Dock Safety, Ministry of Labour and Employment, Bombay.	Bombay and Kandla.
Senior Inspector, Dock Safety, Ministry of Labour and Employment, Madras.	Madras, Cochin and Vizagapatam.

[No. 532/25/63-Fac.]

S.O. 611.—In exercise of the powers conferred by section 6 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948) and in continuation of the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 2507, dated the 11th October, 1961, the Central Government hereby further appoints the following officers to be Inspectors for the purposes of the Dock Workers (Safety, Health and Welfare) Scheme, 1961, framed under the said Act, within the local limits of the ports specified against each, namely:—

Inspectors	Ports
Senior Inspector, Dock Safety, Ministry of Labour and Employment, Calcutta.	Calcutta.
Senior Inspector, Dock Safety, Ministry of Labour and Employment, Bombay.	Bombay and Kandla.
Senior Inspector, Dock Safety, Ministry of Labour and Employment, Madras.	Madras, Cochin and Vizagapatam.

[No. 528/52/63-Fac.]

K. D. HAJELA, Under Secy.

New Delhi, the 25th February 1963

S.O. 612.—In exercise of the powers conferred by section 73F of the Employees State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following further amendments in the notification of the Government of India in the Ministry of Labour and Employment, No. S.O. 2865, dated the 2nd November, 1961, namely:—

In columns 4 and 5 of Schedule II appended to the said notification, against serial No. 12, the entries “Kotah

1. M/s. Shree Uned Press, Kotah.
2. M/s. Kotah Transport Ltd., Kotah.

3. M/s. Bhagwan Oil Mills, Kotah.
4. M/s. Rajasthan State Electricity Board, Kotah
5. M/s Kotah Engineering Works (P) Ltd, Kotah
6. M/s Hyder (India) Pvt. Ltd, Kotah
7. M/s. Burmah Shell Depot, Kotah "

shall be omitted.

[No. F. HI-6(141)/59]

O. P. TALWAR, Under Secy.

New Delhi, the 25th February 1963

S.O. 613.—In pursuance of sub section (5) of section 5 of the Coal Mines Labour Welfare Fund Act, 1947 (32 of 1947), the Central Government hereby publishes the following estimates of receipts into and expenditure from the General Welfare Account of the Coal Mines Labour Housing and General Welfare Fund during the year 1962-63 together with a statement of the accounts for the year 1961-62 and a report on the activities financed during that year from the General Welfare Account of the said Fund namely —

Estimates of receipts and expenditure

<i>Receipts.</i>	<i>Expenditure</i>
Rs. 1,25,00,000	Rs. 1,13,17,000

Statement of accounts

<i>Receipts</i>		<i>Expenditure</i>	
	Rs.		Rs.
Opening balance on 1-4-1961 . . .	1,75,09,119	Expenditure during the year 1961-62	1,06,15,940
Receipts during the year . . .	1,67,96,075	Closing balance on 31-3-1962	2,36,89,254
TOTAL . . .	3,43,05,194		3,43,05,194

REPORT

Medical Facilities:

The various medical facilities provided by the Coal Mines Labour Welfare Organisation are detailed below:—

(a) **Hospitals.**—The Organisation runs 2 well equipped Central Hospitals at Dhanbad and Asansol, and 7 Regional Hospitals. About 12,000 in-patients and 52,000 out-patients were treated in these hospitals during the year

At the Rehabilitation Centres attached to the two Central Hospitals, about 13,000 cases were treated during the year

(b) **Maternity and Child Welfare Facilities.**—A maternity and child welfare centre is attached to each of the 7 Regional hospitals. Additional centres have also been set up, one at Jatachappa in Madhya Pradesh and two each in Orissa and Andhra Pradesh. A 10-bed Maternity block has been provided at the Government hospital, Chanda for the benefit of colliery workers and an annual grant is being paid by the Fund for its maintenance. Provision of these facilities has also been arranged through the Asansol, Jharia and Hazaribagh Mines Boards of Health by the payment of annual grants-in-aid. The number of centres run by these Boards is 51.

(c) **Anti-T.B. Measures.**—The Fund has two T.B. clinics, one at Katras and the other at Searsole, with 62 beds in all. Two 100-Bed T.B. Blocks are under construction as adjuncts to the two Central Hospitals. Provision of 25 additional beds at the T.B. Clinic at Katras has also been approved. In addition, 91 beds have been reserved by the Coal Mines Welfare Organisation in various sanatoria in the country for the treatment of T.B. patients from different coalfields.

The scheme for the payment of a subsistence allowance at a rate not exceeding Rs. 50 per month to the dependents of T.B. patients undergoing treatment was continued during the year.

The scheme for domiciliary T.B. treatment introduced as a pilot scheme in the coalfields of Bihar and West Bengal on 1st August 1958 has been extended to the coalfields of Madhya Pradesh, Rajasthan and Andhra Pradesh. So far 1,146 T.B. patients from different coalfields have been brought under the scheme.

(d) **Dispensaries.**—The 2 dispensaries run by the Fund at Bhuli and Mugma treated about 15,000 new patients during the year. Two mobile medical units have been provided by the Fund, one for the Damua area of the Pench Valley Coalfields and the other for the Karanpur Ramgarh Coalfields.

A total sum of Rs. 4.94 lakhs has been sanctioned as grants-in-aid during the year to colliery owners who maintain dispensaries of a prescribed standard.

Under the scheme of interest-free loans to collieries for building and equipping dispensaries a sum of Rs. 9.32 lakhs has been sanctioned so far.

(e) **Leprosy relief.**—54 beds have been provided by the Fund in 3 Leprosy Hospitals in the coalfields for the treatment of colliery workers.

(f) **Anti-malaria Operations**—Malaria control operations in the coalfields were continued.

There was a total of 1,000 cases of malaria among the coal mining population. The Organisation initiated a pilot survey scheme to find out the incidence of the disease and ways and means for its eradication. The survey carried out in the Jharia-on-Beld coalfield has been completed. A similar survey is being carried out in the Ramgarh coalfield.

(g) **Ayurvedic Dispensaries.**—Under the Scheme for the establishment of Ayurvedic dispensaries in different coalfields, 13 such dispensaries have been set up. The number of patients treated at these dispensaries during the year was over 90,000.

(h) **Family Planning.**—Family Counselling Centres have been attached to all the hospitals of the Organisation. A number of urban and rural clinics have also been set up under the Family Planning Scheme of the Organisation. A special payment is being made to colliery workers undergoing sterilisation operations. The rate is Rs. 15 for men and Rs. 25 for women.

Other Medical Facilities:

(a) **Blood Bank.**—A well-equipped blood bank is functioning at the Central Hospital in Asansol for the benefit of colliery patients needing blood transfusion. Facilities for the storage of blood have also been provided at the Central Hospital, Dhanbad.

(b) Arrangements have been made at the Patna Medical College Hospital for the treatment of colliery workers suffering from cancer, and requiring radium or Deep X-ray treatment.

(c) A non-recurring expenditure not exceeding Rs. 37,500 was sanctioned in connection with the establishment of 6 Health Promotion Centres in the coalfields of Bihar, West Bengal, Andhra Pradesh and Madhya Pradesh on an experimental basis for a period of one year in the first instance.

(d) **Rehabilitation and Convalescence Facilities.**—A convalescent home has been set up at Bhuli with accommodation for cured T.B. patients.

The setting up of 2 Rehabilitation-cum-convalescent Homes, one for Bihar and West Bengal, and the other for Madhya Pradesh, have also been sanctioned. A suitable site for the former has been selected at Matihon. Negotiations are under way for the purchase of a suitable building for the latter at Chhindwara.

Educational and Recreational Facilities:

(a) **Miners' Institutes.**—56 Miners' Institutes, each comprising an Adult Education Section and a Women-cum-Children's Welfare and Education Centre, have been established in the various coalfields for providing educational and recreational facilities.

(b) **Adult Education Centres.**—61 Adult Education Centres are functioning in the various coalfields. Up to 31st March, 1961 a total of 9,258 adults learnt to read and write under the Scheme. The figure for the current year is about 2,000. Dramas, film shows, matches and tournaments, musical concerts, study tours, excursions, are the other usual activities at these centres. A scheme for opening Feeder Adult Education Centres in workers' colonies, was started during 1959. So far 116 such Centres have been opened.

(c) **Women's Welfare Centres.**—About 60 such Centres are functioning in the various coalfields.

Apart from these Centres, 15 Feeder Centres for women have also been opened.

(d) **Scholarships.**—The scheme for granting scholarships to the children of colliery employees was continued.

(e) **Holiday Homes for Coal Miners.**—The Holiday Home set up at Rajgir in Bihar on an experimental basis is becoming popular with the coal miners. The Coal Mines Labour Welfare Organisation provides conveyance free of charge for the transport of workers to and from the Home. Facilities for indoor games and other recreational activities have been provided at the Home.

(f) **Evening-cum-Lady Tours.**—The main purpose of such tours which are being organised by the Coal Mines Labour Welfare Organisation since 1959, is to provide opportunities to colliery workers to see places of interest. Three such tours have been organised so far.

(g) **Residential Home for Children.**—A Residential Home has been started at the Bhumi township for the children of coal miners so that they may be segregated from parents suffering from infectious diseases like T.B. Besides food, clothes and bedding are also supplied to the children.

(h) **Games and Sports.**—In addition to the annual games and sport meets in the coalfields, the Second all-India Football Tournament and the Central All-India Coalfield Sports were held during the year.

Water Supply:

The Fund is granting subsidies to colliery owners for implementing the approved water supply schemes in the coal mining areas. A sum of Rs. 1.26 lakhs has been paid by way of subsidy to Messrs. Shaw Wallace and Co., for augmenting the water supply in the Pench Valley Coalfield in Madhya Pradesh. A sum of Rs. 3 lakhs has also been sanctioned for payment to Messrs. Singareni Colliery Co., in respect of their scheme. A scheme for giving 50 per cent. subsidy for the digging of wells has also been introduced. A total of 171 wells have so far been sanctioned under the scheme.

Other Amenities:

(a) **Death Benefit Scheme.**—The Coal Mines Welfare Commissioner has been authorised to grant financial assistance out of the Fund on prescribed scales to the widows and school-going children of miners who die as a result of accidents. During the first half of the year, Rs. 17,078 were spent on such assistance. A sum of Rs. 1,161.82 nP. was paid by way of stipends to the dependents of the Chinakuri victims receiving training under the Directorate General of Employment and Training.

(b) **Co-operative Movement in Coalfields.**—The Fund has launched a drive for organising co-operatives in the coalfields. By the end of February, 1962, 231 co-operative societies had been set up in different coalfields. A non-recurring grant at Rs. 67 per society was paid to 72 societies towards preliminary expenses. A total sum of Rs. 4.50 lakhs has also been sanctioned by the Fund for extending credit facilities to coal miners at a low rate of interest through the co-operatives in Bihar, Madhya Pradesh, Andhra Pradesh and Maharashtra.

(c) **Supply of foot-wear and uniforms.**—The Joint Purchase Advisory Committee entered into an agreement with a firm in Kanpur for the supply of boots

and shoes during 1961. Upto January, 1962, over 20,000 pairs have been supplied. As for the supply of uniforms the Coal Mines Welfare Commissioner, who is the Chairman of the Committee has been authorised to enter into necessary agreements with firms that offer the lowest tender.

Enforcement.—Upto 31st October 1961, 86 prosecutions were initiated for contravention of the Coal Mines Pithead Bath Rules and Mines Creche Rules. Maternity benefits under the Mines Maternity Benefit Act had been paid in 1,032 cases upto the end of October, 1961.

[No. 36/6/62/M-II]

R. C. SAKSENA, Under Secy.

New Delhi, the 25th February 1963

S.O. 614.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of applications under Section 33A of the said Act from Sarvashri Farjan Khan and Sahajan Khan, workmen of Indian Copper Corporation Limited, Post Office Ghatsila, C/o Mosaboni Mines Labour Union, Post Office Mosaboni Mines, District Singhbhum.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
DHANBAD

In the matter of Complaints under Section 33A of Industrial Disputes Act, 1947 (XIV of 1947), in Reference No. 8 of 1962.

COMPLAINT NO. 81 OF 1962.

PARTIES:

Shri Farjan Khan, B. No. 8124 PG,
C/o Mosaboni Mines Labour Union,
P.O. Mosaboni Mines,
District Singhbhum, Bihar—*Complainant*.

Vs.

The General Manager,
M/s. Indian Copper Corporation Ltd.,
P.O. Ghatsila, District Singhbhum, Bihar—*Opposite Party*.

COMPLAINT NO. 82 OF 1962.

Shri Sahajan Khan, B. No. 3381,
C/o Mosaboni Mines Labour Union,
P.O. Mosaboni Mines,
District Singhbhum, Bihar—*Complainant*.

Vs.

The General Manager,
M/s. Indian Copper Corporation Ltd.,
P.O. Ghatsila, District Singhbhum, Bihar—*Opposite Party*.

PRESENT:

Shri Raj Kishore Prasad, M.A., B.L., *Presiding Officer*.

APPEARANCES:

For the Complainant: Shri N. Dass, Advocate, with Shri R. K. Nair, Shri S. K. Panja and Shri M. Naseem.

For the Opposite Party: Shri J. K. Ghosh, Supreme Court Advocate, with Shri K. Ramamoorthi, Labour Officer.

STATE: Bihar.

INDUSTRY: Copper.

Camp: Jamshedpur, Dated, the 3rd January, 1963.

AWARD

These two complaints, under Section 33A of the Industrial Disputes Act, 1947, have been heard together, with the consent of parties, as they form one category, being cases of suspension.

2. Complaint No. 81 of 1962 by Farjan Khan, B. No. 8124 PG, in the employment of the Company, filed his complaint on 21st December 1962 complaining against his suspension from 17th December 1962.

3. Complaint No. 82 of 1962 by Sahajan Khan, Winding Engine Driver, of the Company made his complaint on 21st December 1962 complaining against his suspension with effect from 17th December 1962.

4. When these cases were taken up, both the parties intimated that they had compromised between them and, therefore, filed a joint petition of compromise settling out the following terms of their settlement:—

- (i) That the workmen concerned will vacate the Company's quarters by 18th January 1963 and deliver vacant possession of the same to the Company;
- (ii) That on the workmen concerned vacating their quarters within the period fixed above, the suspension order passed against them shall automatically stand vacated;
- (iii) That the period from 17th December 1962 to the period of which these workmen concerned will vacate their quarters and deliver vacant possession to the Company, will be treated as on leave without pay with forfeiture of benefits for the same period; and
- (iv) That on failure of the workmen concerned to vacate the Company's quarters and to deliver vacant possession of the same to the Company within the time specified, it will be open to the Company to take such disciplinary action, as it pleases, against the workmen concerned.

5. In view of the mutual settlement, these two complaints are disposed of in terms of the said compromise petitions which are marked Annexures "A" and "B" and will form a part of this award. There will be no order for costs.

6. This is my award which I make and submit to the Central Government under Section 15 of the Act.

Sd./- RAJ KISHORE PRASAD,
Presiding Officer,
Central Government Industrial Tribunal.
Dhanbad.

Camp: JAMSHEDPUR;

Dated, the 3rd January, 1963.

ANNEXURE "A"

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD.

COMPLAINT No. 81 of 1962.

Shri Farjan Khan—Complainant.

Vs.

M/S. Indian Copper Corporation Ltd., P.O. Ghatsila—Opposite Party.

The Complainant above-named begs to submit:—

1. That he has approached the management for re-consideration of his case and on his undertaking to vacate the quarter in his occupation for which he has been suspended to vacate within a fortnight from date the Opposite Party has been pleased to accept his offer.
2. It is also agreed that the complainant will not get wages or benefits from the period of his suspension and his period of suspension will be treated as leave without pay. In default Opposite Party will be able to take disciplinary action.

In the circumstances your petitioner seeks permission to withdraw the Complaint.

Sd./- FARJAN KHAN,
3-1-1963.

Filed before me,
Sd./- R. K. PRASAD,
Presiding Officer,
3-1-1963.

Sd./- J. K. GHOSH,
Advocate,
3-1-1963.

Accepted,
Sd./- ILLEGIBLE,
3-1-1963.

for Indian Copper Corporation Ltd.

ANNEXURE "B"

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT
DHANBAD.

COMPLAINT No. 82 OF 1962

Sahajan Khan—*Complainant*.

Vs.

M/S. Indian Copper Corporation Ltd., P.O. Ghatsila—*Opposite Party*.

The Complainant above-named begs to submit:—

1. That he has approached the management for re-consideration of the case and on the undertaking to vacate the quarters in his occupation for which he has been suspended to vacate within a fortnight from date the Opposite Party has been pleased to accept his offer.
2. It is also agreed that the complainant will not get wages and benefits for the period of his suspension and his period of suspension will be treated as leave without pay. In default Opposite Party will be able to take disciplinary action.

In the circumstances your petitioner seek permission to withdraw the Complaint.

SAAJAN KHAN,
3-1-1963.

Filed before me,
Sd./- R. K. PRASAD,
Presiding Officer,
3-1-1963.

Sd./- J. K. GHOSH,
Advocate,
3-1-1963.

Accepted,
Sd./- ILLEGIBLE,
3-1-1963.

Mines Superintendent,
for Indian Copper Corporation Ltd.

S.O. 615.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of application under section 33A of the said Act from Shri S. Tantubav a workman of Indian Copper Corporation Limited, Post Office Ghatsila, C/o Mosaboni Mines Labour Union, Post Office Mosaboni Mines, District Singhbhum.

[No. 23/64/61-LRII.]

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
DHANBAD**

In the matter of Complaint under Section 33A of Industrial Disputes Act, 1947 (XIV of 1947), in Reference No. 8 of 1962.

COMPLAINT No. 35 OF 1962

PARTIES:

Shri S. Tantubay, S.B. Attender, B. No. 92,
C/o Mosaboni Mines Labour Union,
P.O. Mosaboni Mines,
District Singhbhum, Bihar—*Complainant*.

Vs.

The General Manager,
M/s. Indian Copper Corporation Ltd.,
P.O. Ghatsila, District Singhbhum, Bihar—*Opposite Party*.

PRESENT:

Shri Raj Kishore Prasad, M.A., B.L., *Presiding Officer*.

APPEARANCES:

For the Complaint: Shri N. Dass, Advocate, with Shri R. K. Nair, Shri S. K. Panja and Shri M. Naseem.

For the Opposite Party: Shri J. K. Ghosh, Supreme Court Advocate, with Shri K. Ramamoorthi, Labour Officer

STATE: Bihar.

INDUSTRY: Copper.

AWARD

This Complaint under Section 33A of the Industrial Disputes Act, 1947, has been made by S. Tantubay, S.B. Attender, of the company on 13th September 1962 against the withholding of his increment, without permission of the Tribunal with effect from 1st August 1962.

2. In reply to the complaint, the management has filed a rejoinder on 21 December 1962 in which it is mentioned, *inter alia*, (i) that the warning is not punishment as contemplated by Section 33 of the Act, and, (ii) that on the basis of the warning chit given to the workman concerned his annual increment was not withheld, rather he was given his annual increment effective from 1st August 1962.

3. In support of this stand of the management, both the parties hereafter, today filed a joint petition and on behalf of the workman concerned permission was sought to withdraw the complaint.

4. In these circumstances, the complaint is disposed of in terms of this petition, which is marked Annexure 'A' and made a part of this award.

5. This is my award which I make and submit to the Central Government under Section 15 of the Act.

Sd./- RAJ KISHORE PRASAD,

Presiding Officer,

Central Government Industrial Tribunal

Dhanbad.

Camp: JAMSHEDPUR;

Dated, 2nd January, 1963.

ANNEXURE "A"

**BEFORE THE HON'BLE CHAIRMAN, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL, DHANBAD**

COMPLAINT No. 35 OF 1962

(Under Section 33A)

Shri S. Tantubay, S.B. Attender, B. No. 92—*Petitioner*

Vs.

M/S. Indian Copper Corporation Ltd—*Opposite Party*.

The petitioner submits:—

That from the written statement filed by the Opposite Party it is formed that the management denies the warning chit to be a "punishment" and the increment having been sanctioned effective from 1st August 1962. Your petitioner has decided to withdraw the above complaint.

Prayer: The complainant may be allowed to withdraw the above Complaint in view of the Opposite Party's above assertion and grant increment.

Sd./-ILLEGIBLE,

2-1-1963,

General Secretary,

Mosaboni Mines Labour Union.

We have no objection.

Sd./- J. K. GHOSH,

Advocate,

For the Company.

Sd./- ILLEGIBLE,

2-1-1963,

Mines Superintendent.

[No. 23/64/61-LRII.]

S.O. 616.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of applications under Section 33A of the said Act from Sarvashri S. K. Farjand Ali and Jalaluddin Khan, workmen of Indian Copper Corporation Limited, Post Office Ghatsila, C/o Mosaboni Mines Labour Union, Post Office Mosaboni Mines, District Singhbhum.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD

In the matter of Complaints under Section 33A of Industrial Disputes Act, 1947 (XIV of 1947), in Reference No. 8 of 1962.

COMPLAINT No. 31 of 1962.

PARTIES:

Shri S. K. Farjand Ali, B. No. 2868,
C/o Mosaboni Mines Labour Union,
P.O. Mosaboni Mines,
District Singhbhum, Bihar—*Complainant*.

Vs.

The General Manager,
M/s. Indian Copper Corporation Ltd.,
P.O. Ghatsila, District Singhbhum, Bihar—*Opposite Party*.

COMPLAINT No. 33 of 1962.

PARTIES:

Shri Jalaluddin Khan, No. 5679,
C/o Mosaboni Mines Labour Union,
P.O. Mosaboni Mines,
District Singhbhum, Bihar—*Complainant*.

Vs.

The General Manager,
M/s. Indian Copper Corporation Ltd.,
P.O. Ghatsila, District Singhbhum, Bihar—*Opposite Party*.

PRESENT:

Shri Raj Kishore Prasad, M.A., B.L., *Presiding Officer*.

APPEARANCES:

For the Complainant: Shri N. Dass, Advocate, with Shri R. K. Nair, Shri S. K. Panja and Shri M. Nascom.

For the Opposite Party: Shri J. K. Ghosh, Supreme Court Advocate, with Shri K. Ramamoorthi, Labour Officer.

STATE: Bihar.

INDUSTRY: Copper.

AWARD

These two complaints have been heard together with the consent of the parties, as both are cases of de-motions of the workmen concerned.

2. Complaint No. 31 of 1962 was made on 13th September 1962 by S. K. Farjand Ali, Round Checker, and, Complaint No. 33 of 1962 was also made on the same day by Jalaluddin Khan, Jumper Checker.

3. In both these cases, the workmen concerned have complained about their de-motions.

4. After these complaints were heard at length, Shri Das, appearing on behalf of both the workmen, intimated that he would withdraw both the complaints and to this withdrawal Shri Ghosh, appearing on behalf of the management, had no objection.

5. That, thereafter, Shri Das filed a formal petition of withdrawal in each of these two cases.

6. In these circumstances, these two complaints are permitted to be withdrawn and are accordingly disposed of in terms of the petitions filed, on behalf of the workmen concerned, which are marked Annexures 'A' and 'B' and made a part of this award.

7. There will be no order for costs.

8. This is my award which I make and submit to the Central Government under Section 15 of the Act.

Sd./- RAJ KISHORE PRASAD,
Presiding Officer,
Central Government Industrial Tribunal,
Dhanbad.

Camp: JAMSHEDPUR;
Dated, 2nd January, 1963.

ANNEXURE "A"

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
DHANBAD.**

COMPLAINT No. 31 of 1962.

S. K. Farjand Ali, B. No. 2868—*Complainant.*

Vs.

M/S. Indian Copper Corporation Ltd.—*Opposite Party.*

Your petitioner begs leave to withdraw the above application with leave to file a fresh Complaint as his Complaint has not been properly drafted.

ANNEXURE "B"

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
DHANBAD.**

COMPLAINT No. 33 of 1962.

Shri Jalaluddin Khan, No. 5679—*Complainant.*

Vs.

M/S. Indian Copper Corporation Ltd.—*Opposite Party.*

Your petitioner begs leave to withdraw the above application with leave to file a fresh Complaint as his Complaint has not been properly drafted.

Sd./- ILLEGIBLE,
2-1-1963.
Advocate,
for Complainant.
[No. 23/64/61-LRII.]

S.O. 617.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of applications under Section 33A of the said Act from Sarvashri C. Moonswamy and Abdul Mazid Khan, workmen of Indian Copper Corporation Limited, Post Office Ghatsila, C/o Mosaboni Mines Labour Union, Post Office Mosaboni Mines, District Singhbhum.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
DHANBAD

In the matter of Complaints under Section 33A of Industrial Disputes Act, 1947 (XIV of 1947), in Reference No. 8 of 1962.

COMPLAINT No. 34 OF 1962.

PARTIES:

Shri C. Moonswamy, No. 4124, R/Checker,
South Section,
C/o Mosaboni Mines Labour Union,
P.O. Mosaboni Mines,
District Singhbhum, Bihar—*Complainant*.

Vs.

The General Manager,
M/s. Indian Copper Corporation Ltd.,
P.O. Ghatsila, District Singhbhum, Bihar—*Opposite Party*.

COMPLAINT No. 37 OF 1962.

PARTIES:

Shri Abdul Mazid Khan, No. 3336,
C/o Mosaboni Mines Labour Union,
P.O. Mosaboni Mines,
District Singhbhum, Bihar—*Complainant*.

Vs.

The General Manager,
M/s. Indian Copper Corporation Ltd.,
P.O. Ghatsila, District Singhbhum, Bihar—*Opposite Party*.

PRESENT:

Shri Raj Kishore Prasad, M.A., B.L., *Presiding Officer*.

APPEARANCES:

For the Complainant: Shri N. Das, Advocate, with Shri R. K. Nair, Shri S. K. Panja and Shri M. Naseem.

For the Opposite Party: Shri J. K. Ghosh, Supreme Court Advocate, with Shri K. Ramamoorthi, Labour Officer.

STATE: Bihar.

INDUSTRY: Copper.

AWARD

These two Complaints have been made under Section 33A of the Industrial Disputes Act, 1947, by two different workmen.

2. Complaint No. 34 of 1962 is by Shri C. Moonswamy, R and Checker. It was filed on 13th September 1962.

3. Complaint No. 37 of 1962 is by Abdul Majid Khan, Underground Hoist Driver, and was filed on 17th September 1962.

4. These two cases were heard together, with the consent of the parties, because both were cases of warnings given to the two workmen concerned.

5. On behalf of the management, Shri Ghosh contended that these complaints were not maintainable, because the warnings which were given to each of the

workman concerned, was not a punishment so as to attract the provisions of Section 33 of the Act, inasmuch as, the said warnings were not final warnings which might entail dismissal of the workmen concerned.

6. In view of the above statement on behalf of the management, Shri N. Das, appearing for both the complainants, sought permission to withdraw the two complaints, because he submitted that when these warnings were not punishments at all, it was not necessary to press these complaints

7. Both the parties thereafter filed a joint petition to the above effect in each of the two cases.

8. These two complaints are, accordingly, disposed of in terms of the joint petitions filed today, which are marked Annexures 'A' and 'B' and made a part of this award.

9. This is my award which I make and submit to the Central Government under Section 15 of the Act.

Sd./- RAJ KISHORE PRASAD,
Presiding Officer,
Central Government Industrial Tribunal,
Dhanbad.

Camp: JAMSHEDPUR;

Dated: the 2nd January, 1963.

ANNEXURE 'A'

BEFORE THE HON'BLE CHAIRMAN, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL, DHANBAD

COMPLAINT No. 34 OF 1962.

PARTIES

Shri C. Moonswamy, No. 4124, R Checker, South Section—*Complainant*.

Vs.

M/S Indian Copper Corporation Ltd.—*Opposite Party*.

The Complainant begs to submit:—

That he has approached the management in Court to-day for compromise of this case amicably and on the assurance given by the Opposite Party that the warning in this case will not be treated as a punishment and no increment has been stopped on that basis your petitioner has decided to withdraw the case.

Your petitioner prays:—

That the Complainant may be allowed to withdraw his Complaint.

The present warning by itself is not a "punishment" and no increment has been stopped on account thereof.

Sd./- J. K. GHOSH,
Advocate.

for the Company
Sd/- Illegible,
Mines Superintendent.

2-1-1963,
For MOONSWAMY.
Sd./- Illegible,
2-1-1963,

General Secretary,
Mosaboni Mines Labour Union.

ANNEXURE 'B'

BEFORE THE HON'BLE CHAIRMAN, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, AT DHANBAD

COMPLAINT No. 37 OF 1962.

Shri Abdul Mazid Khan, No. 3336—*Complainant*.

Vs.

M/S. Indian Copper Corporation Ltd.—*Opposite Party*.

The Complainant begs to state:—

That he has approached the management in Court to-day for compromise of this case amicably and on the assurance given by the Opposite Party that the warning in this case will not be treated as a punishment and no increment has been stopped on that basis your petitioner has decided to withdraw this case.

Your petitioner prays:—

that the Complainant may be allowed to withdraw his case.

For A. M. KHAN.

The present warning by itself is not a "punishment" and no increment has been stopped on account thereof.

Sd./- J. K. GHOSH,
Advocate,

for the Company.

Sd./- Illegible,

Mines Superintendent.

Sd./- Illegible,
2-1-1963.

General Secretary,

Mosaboni Mines Labour Union.

[No. 23/64/61-LRII.]

ORDERS

New Delhi, the 23rd February 1963

S.O. 618.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Bhowrah Coke Company, Calcutta, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

- (a) (i) Whether the action of the management in refusing to pay back to their Head Office employees the dearness allowance part of the bonus paid by them for each of the years from 1958 to 1961 in terms of the Industrial Tribunal Award dated the 20th February 1962, was justifiable;

- (ii) If not, to what relief the employees are entitled.

(b) (i) Whether the demand for payment of half yearly bonus for the periods ending March 1962 and September 1962 is justified;

(ii) If so, what should be the quantum of bonus for the above period?

[No. 1/1/63-LRII.]

S.O. 619.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Ghugus Colliery of Messrs Ballarpur Collieries Company, Nagpur, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay, constituted under section 7A of the said Act.

SCHEDULE

Whether the management of Ballarpur Collieries Company, Nagpur was justified in suspending Shri V. S. Joshi, Cashier, Ghugus Colliery for 5 days from the 25th to the 2th August, 1962, for alleged misappropriation of Rs. 8/- and if not, should the order of suspension be withdrawn?

[No. 3/7/62-LR-II.]

New Delhi, the 25th February 1963

S.O. 620.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Tata Iron and Steel Company Limited, Digwadih, Post Office Jealgura, Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether Sarveshtri S. V. R. Rao and M L. Chakravarty are entitled to the scale of pay of Rs 87—7—115—8—131—9—158 instead of the scale of Rs. 60—5—100 which has been allowed to them? If so, from what date?

[No. 2/104/62-LRII.]

New Delhi, the 2nd March 1963

S.O. 621.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Nowrozabad Colliery, P.O. Nowrozabad, District Shahdol Madhya Pradesh, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay, constituted under section 7A of the said Act.

SCHEDULE

Whether there existed a practice for the workshop employees employed by the Nowrozabad Colliery of working for seven hours only on the day of the "Bhujalia" ceremony and the day of "Janmashtami" and getting wages for 8 hours on these days? If so whether the deductions made by the management of one hour's wages in respect of the 18th August, 1962 and the 23rd August, 1962 were justified? If not, to what relief are the workmen entitled?

[No. 1/32/62-LRII.]

A. L. HANDA, Under Secy.

New Delhi, the 27th February 1963

S.O. 622.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Ernakulam, in the industrial dispute between the employers in relation to the Chaldean Syrian Bank Ltd., and their workmen.

BEFORE THE COURT OF THE INDUSTRIAL TRIBUNAL (CENTRAL),
ERNAKULAM

(Dated Wednesday, the 13th day of February, Nineteen hundred and sixty-three)

PRESENT:

Shri V. U. Joseph, B.A., B.L., Industrial Tribunal, Ernakulam and Calicut.

INDUSTRIAL DISPUTE No. 2/61(C)

(On the files of the Central Government Industrial Tribunal Court)

BETWEEN

The management of the Chaldean Syrian Bank Ltd., Trichur.

AND

Their workmen represented by the All Kerala Bank Employees' Union,
Trichur Unit.

REPRESENTATIONS:

1. Shri P. V. Krishna Iyer, Advocate, Trichur.—For management.
2. Shri M. P. Menon, Advocate, Ernakulam.—For union.

AWARD

The Central Government by the Ministry of Labour and Employment's Order No. 516 (1961-LR-IV), dated 15th June, 1961, made in exercise of the powers conferred by clause (d), Sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Act XIV of 1947), was pleased to refer to me for adjudication the industrial dispute between the parties above-named on the question "whether the punishment imposed on Sarvashri K. V. John and Madhava Menon was justified keeping in view the provisions of the Award of the All India Industrial Tribunal (Bank Disputes), Bombay, as modified by Section 3 of the Industrial Disputes (Banking Companies) Decision Act, 1955 (41 of 1955) and, if not, to what relief are they entitled?

2. The union represented by its Secretary filed their statement on 18th August 1961. The management filed its reply statement on 25th October 1961. The union Secretary also filed a rejoinder on 22nd November 1961.

3. In the union statement it is contended that the Chaldean Syrian Bank Ltd. is a banking institution with its Head Office at Trichur having branches all over the Kerala State. Sarvashri K. V. John and Madhava Menon are employees of the bank. Madhava Menon used to go on pilgrimage to Sabarimalai each year and was availing of a few days' leave in January every year for that purpose. On 1st December 1958, Madhava Menon applied for 20 days leave to be availed of from 2nd January 1959 to 21st January 1959. A bank employee is entitled to 21 days' privilege leave and 12 days' casual leave per year. The Bank sanctioned leave only for 5 days. Shri Madhava Menon availed of leave from 8th January 1959. His leave would expire by 10th January 1959 and he had to join duty on 11th January 1959. He applied for extension of leave on 10th January 1959 by telegram for 10 days more. He presented for duty on 21st January 1959. He was not admitted on duty on 21st January 1959. He was given a show cause notice asking why he should not be proceeded against for absence from duty. The worker sent his explanation. The management not being satisfied with the explanation suspended him from service. Then Shri Madhava Menon was given a charge-sheet in which absence from duty from 13th January 1958 and 12th January 1959 were the charges. The worker's request to be defended in the enquiry proceedings by a representative of the All Kerala Bank Employees' Union was refused. The enquiry was illegal and the punishment meted out is not in conformity with the provisions of the All India Bank Award. The union contends that the worker had given sufficient explanation for his absence and over-staying leave. According to the union the present proceedings were initiated with a view to wreck vengeance against the worker. There was a strike in the Bank in which Madhava Menon took a prominent part. There is absolutely no bonafides in

starting this disciplinary proceedings against the worker. The union prays to cancel all the punishments meted out to Shri A. Madhava Menon.

4. In the management reply statement it is contended that the over-staying of leave and absence without leave of Madhava Menon from duty are deliberate. The month of January is a busy time for all Bank employees as it is the Balance-sheet preparing time. A special circular has been issued to all Bank employees advising not to take leave during the January season. Shri Madhava Menon was given copy of this notice. The exigencies of Banking business do not permit granting of leave in the busy working days in January. At the most the time required to go to Sabarimalai on pilgrimage is only 6 days. Madhava Menon has exceeded this period. The Bank has taken disciplinary action against the worker bonafide and not with a view to victimise the worker. The management conducted an enquiry into the charges of misconduct against the worker and the enquiry officer on the basis of the evidence adduced in the enquiry found the worker guilty of all these charges and the punishment meted out to him is only in conformity with the gravity and seriousness of the offence committed by the worker. Taking all the aspects into consideration the sentence and punishment imposed on the worker has to stand.

5. The union also filed a rejoinder controverting the allegations of the management in the reply statement.

6. The Bank settled the case of Shri K. V. John amicably. Although there was certain proceedings against John the decision of the enquiry officer was not reported to the Board of Directors of the bank for action. So no punishment was meted out to Mr. John. Therefore the case of John was not pressed before me. Mr. John continues in the service of the bank. The case of Madhava Menon alone is under consideration before this court.

7. In this court the union examined MW-1 and marked Exts. W-1 to W-13. The management examined MW-1 and 2 and marked Exts. M-1 to M-5 series.

8. Shri Madhava Menon was charged with three offences. He applied for 20 days' leave on 1st December 1958. Ext. W-1 is the application of Madhava Menon for leave. He wanted 20 days' leave from 2nd January 1959 to 21st January 1959 for pilgrimage. This leave was sought by Madhava Menon to go to Sabarimalai on pilgrimage. The Bank allowed him 5 days' leave for the date of availing the same. Ext. W-2 is the letter dated 16th December 1958 sanctioning the same. Madhava Menon availed of leave from 6th January 1959. The leave expired on 10th January 1959 and he had to join duty on 11th January 1959. On 10th January 1959, he sent a telegram for extension of leave. Ext. W-3 is the telegram. This telegram was sent from Chalakudy. Although he availed of leave from 6th January 1959 to go for pilgrimage on 10th he reached only Chalakudy. The major part of the pilgrimage has yet to be covered. So on 10th January 1959, he applied for extension of leave within the leave time allowed. Madhava Menon contended that he applied for extension of leave also for extension of leave following the telegram evidenced by Ext. W-3. The Bank contends no such letter was received. Madhava Menon has not also produced copy of any such letter. There is the evidence of P. A. Viswanatha Menon in the enquiry stating that no such application for extension of leave was received from Madhava Menon. Madhava Menon presented for work on 20th January 1959. He was not permitted to join duty. He was given a show cause notice evidenced by Ext. W-4 asking his explanation for over-staying leave from 11th January 1959 to 20th January 1959. In that Ext. W-4 he was also asked to explain why action should not be taken for disobedience of the Bank order also. On the reverse side of Ext. W-4 itself Madhava Menon gave his explanation. His explanation is that he was not able to complete the trip to Sabarimalai within 6 days. The Bank on the following day suspended him finding his explanation not satisfactory. Ext. W-5 is the explanation. So the first charge against Madhava Menon is over-staying of leave from 11th January 1959 to 21st January 1959. The show cause notice contained also the charge of disobedience of Bank's order. The suspension order was given to Madhava Menon by Ext. W-5 order, dated 21st January 1959. Then Madhava Menon was given Ext. W-6 charge-sheet in which two charges are specified. The first is over-staying of leave from 11th January 1959 to 21st January 1959. The second charge is absence from duty on 13th January 1959 without leave. Madhava Menon gave his explanation by Ext. W-7. In Ext. W-6 an enquiry into the charges of two misconducts was fixed at 10 A.M. on 2nd February 1959 in the Bank's central office at Trichur. Madhava Menon was also directed to be present. This Ext. W-8 charge sheet was sent through registered post. But Madhava Menon got it only after the date of enquiry. Then on receipt of Ext. W-8 charge-sheet he sent Ext. W-8 statement. His defence is that he has not absented from duty on

any day, but had gone only on leave. He has made a request in Ext. W-8 to cancel the suspension order. In Ext. W-8 he also made a request for permission to be defended in the enquiry by a representative of the Bank Employees' Union. Ext. W-9 is the reply to Ext. W-8. In Ext. W-9 the request of the worker for permission to be defended by a representative of the Bank Employees' Union was not allowed. In Ext. W-9 reply another misconduct was also added and, that is, his absence on 2nd and 3rd of January 1959 from the Perinthalmanna branch without permission. In 1959 Madhava Menon was in the Perinthalmanna branch. He applied for leave for two days i.e., on 2nd and 3rd of January 1959. In the leave application Ext. M-6 the reason given is his father's illness. Without awaiting for the Bank's order he availed of leave. So this is the 3rd charge. So the three charges are the following:—

- (i) Over-staying leave from 11th January 1959 to 21st January, 1959.
- (ii) Absence from duty on 13th January 1958 without leave and
- (iii) Absence from duty on 2nd and 3rd of January 1959.

An enquiry was conducted into all these three charges. The enquiry officer found him guilty of all the three charges and three separate punishments were ordered for the three charges. Before passing the order of punishment the worker was given a memo stating the punishments proposed to be given to him by the Bank. That memo is Ext. W-10. The worker gave Ext. W-11 reply. Ext. W-12, dated 12th May 1959 is the order of punishment by the enquiry officer. The following are the three punishments:—

- (i) First charge: He is directed to refund the salary he has drawn from 13th to 20th January 1958 and he is directed to pay a fine of Rs. 5.
- (ii) Second charge: The increment of the employee is stopped from 1st April 1958 to 30th September 1958.
- (iii) Third charge: The increment of the employee is stopped for a period of two years from 1st October, 1958 to 30th September 1960 inclusive.

By Ext. W-12 order the employee was directed to join duty at the Perinthalmanna branch.

9. The relationship of the parties is governed by the various provisions of the Bank Award. The following are the provisions in the Bank Award for leave. Para 478 of the Award:

Clause 4.—No leave or extension of leave shall be deemed to have been granted unless an order to that effect is passed and communicated to the employee concerned.

Clause 5.—Leave of all kinds cannot be claimed as of right. When the exigencies of the service so require discretion to refuse or revoke leave of any description is reserved to the authority granting it, and an employee already on leave may be recalled by that authority when it considers this necessary in the interest of the service.

As per the provisions of the Bank Award no employee can claim any leave as of right. Leave can be availed of only according to exigencies of the business in the Bank. It has also to be noted that unless leave is granted and that order is communicated an employee cannot avail of leave. It has to be seen in availing of leave and absenting without leave whether the worker has committed any offence; whether his explanations are acceptable and he deserves any punishment. As per the Bank Award, absence without leave or over-staying sanctioned leave without sufficient grounds amounts only to "minor misconduct". The following are the punishments for minor misconducts.

Para 521 clause (7): An employee found guilty of minor misconduct may:

- (a) be warned or censured; or
- (b) have an adverse remark entered against him, or
- (c) have his increment stopped for a period not longer than six months.

10. Ext. W-6 gives two charges i.e., absence from duty on 13th January 1958 and on 12th January 1959. The third charge was given as per Ext. W-9 i.e., absenting without leave on 2nd and 3rd January 1959. The argument of the learned counsel for the union Shri M. P. Menon is that there is absolutely no bonafides in taking disciplinary action against the worker. There was a strike in the Bank in which many of the Bank employees took part and Shri Madhava Menon was a prominent figure in the strike. It is to victimise him for having taken part in the strike that this proceedings is started. The correctness of this

argument has to be considered. Ext. M-9 is the application from Shri Madhava Menon for 15 days' leave from 6th January to 20th January in 1958. This application was sent to the Bank on 3rd January 1958. Menon also requested the payment of one month's salary in advance to go for the pilgrimage. He was allowed 7 days' leave by the Head Office and the request for advance pay was refused. Ext. M-9(j) shows this. Ext. M-2 is a letter written by Madhava Menon to the Bank dated 4th January 1958 stating that in anticipation of sanction of privilege leave he was availing of leave from 6th January 1958. Ext. M-9(b) is a letter from the Head Office in which it is stated that Madhava Menon rang up through phone from Alagappanagar to enquire about his leave application and petition for advance payment of his salary. The agent of the Perinthalmanna branch told him on the phone the decision of the Bank. So Ext. M-9(b) shows that Madhava Menon was told that Bank had sanctioned only 7 days' leave and his request for advance salary was refused. Knowing all this he started for pilgrimage and availed of leave till 20th January 1958. He was overstaying leave from 13th to 20th January 1958. He was given Ext. M-4 show-cause notice asking why disciplinary action should not be taken against him. This is dated 16th January 1958. Madhava Menon gave Ext. M-5 reply on 24th January 1958 in which he has stated that he waited till 4th January 1958 for Bank's order and getting no reply from the Bank he proceeded to Sabarimalai in anticipation of sanction of leave. It is further stated that leave was actually due to him and he wanted to avail of only his casual leave. Then after the explanation Ext. M-5, dated 24th January 1958 nothing was done. If really the Bank wanted to take action for overstaying leave they could have proceeded against the worker. That the Bank did not do. There was a strike in April 1958 for a few days in which many of the Bank employees took part and Madhava Menon also took a leading part. Mr. George the Bank Secretary who is in charge of the affairs of the Bank stated in the witness box he does not remember whether Madhava Menon took part in the strike. But there is evidence to show that Madhava Menon was taking a leading part in the strike. It is also to be noted that on getting Ext. W-4 memo dated 20th January 1959 Shri Madhava Menon made a complaint to the Labour Department alleging certain facts against the bank. Those allegations are seen on the reverse side of Ext. W-4 letter. The Labour Department authorities filed a criminal complaint against the Bank Secretary in the Industrial Tribunal Court at Calicut. This criminal proceedings finally ended by the Kerala High Court order. The petition by Madhava Menon to the Labour Department for taking action against the Secretary and the actual filing of a criminal complaint by the Labour Department against the Secretary and the strike are events that took place in 1958. The explanation for taking no action for overstaying leave from 13th to 20th February 1958 is attributed by the Secretary for want of time on his part due to other pressing pending disciplinary proceedings in connection with the strike. He stated in his evidence that he had no time to take disciplinary action against Madhava Menon as he was busy with disciplinary actions against strikers. No such papers are produced before this court. The strike started only in 1958 April. The overstaying of leave was in January 1958. There was four months' time before them before the strike to take action. The Bank never wanted to take action against Madhava Menon for overstaying leave in 1958. It has to be inferred that the Bank had dropped the proceedings against him in view of his explanation. But in 1959 when another overstaying of leave happened the Bank wanted to take up the old abandoned matter. There is no bonafides in commencing his disciplinary proceedings against the worker after one year of its occurrence. In the charge-sheet Ext. W6 the charge is only for absence from duty on 13th January 1958 without leave. The charge is defective. It is the duty of the employer to give the details of the charge before starting the disciplinary proceedings. So I find that the first charge of absence from duty from 13th to 20th of January 1958 is without bonafides. This is a matter already given up by the Bank on the explanation of the worker. This is taken up to victimise the worker without any bonafides. So the first charge is not maintainable and the punishment given to the worker on the basis of the first charge is not sustainable. I find him not guilty of the first charge and the management has no right to punish him for that. The salary of the worker from 13th to 20th January 1958 and also the fine of Rs. 5/- if realised by the Bank will have to be refunded to him. The Bank also has a case that he is guilty of violation of the orders of the bank. This is given in the show-cause notice. But this does not form part of the charge. There is a general circular of the Bank against availing of long leave for going on pilgrimage to Sabarimalai and like functions in 1956. Now the management wants the employee to be punished for violation of this circular and also for overstaying leave. This will be giving two punishments for one offence. The circular is only a direction asking the employees not to avail of too many days leave for pilgrimage trips. When an employee applies for leave and over stays the same he is only guilty of overstaying of leave and he cannot be found

to be further guilty of any disobedience of the orders of the management. In the charge-sheet Ext. W6 there is no such charge against the worker. So the argument of the learned counsel Shri P. V. Krishna Iyer for the management that the worker is guilty of violation of the orders of the management is not correct. There is no charge for that. The enquiry and punishment are for misconducts given in the charge-sheets and not for anything contained in the show-cause notice.

11. The second charge is absenting without leave on 2nd and 3rd of January 1959. During this period Shri Madhava Menon was the senior clerk in the Perinthalmanna branch of the Bank. He applied for leave for two days, i.e., 2nd and 3rd January 1959 on the ground of his father's illness. Before sanctioning leave he left the place. The case of the management is that really Madhava Menon's father was not sick and he availed off leave without any justifiable reasons. The stand taken by the Bank seems to be correct. As a senior clerk Madhava Menon was having one of the keys of the Bank safe. The Bank safe has two keys of which one is with Shri Madhava Menon and the other is with the Agent. Though Madhava Menon denied in his evidence as having been in possession of one of the keys, I believe the Bank Agent and find that Shri Menon was in possession of the key as a "senior clerk". Madhava Menon states that he got information of the sickness of his father on 1st January 1959. 1st January was a holiday. His application for leave is dated 2nd January 1959. He admitted also that he applied only on 2nd. Madhava Menon is living within a distance of 4 to 5 furlongs from the Bank building and he has to go to Trichur by the bus leaving for Trichur from Perinthalmanna. The bus stand is within a distance of 50 feet from the Bank building. He applied for leave on 2nd and the application was sent through the shroff. After getting information of the sickness of his father he had ample time to go and meet the Agent and get his permission which he did not do. He did not hand over the key to the Agent. As a responsible officer of the Bank and being in possession of one of the keys of the safe it was his duty to return the key to the Agent and to take leave of him. To go to Trichur he has to come to the bus stand which is within a distance of 50 feet from the Bank building. The agent was in the Bank on that day. Instead of that, he gave the application and key to the Bank shroff. From the application it is seen that his father was not having any serious illness so as to leave the station urgently before meeting the Agent. He has also no such case. The Agent was in the Bank and the proper thing for him would have been to meet the Agent and then go for leave. He availed off leave before getting sanction for the same. Mr. Madhava Menon was asked to give his explanation for absenting on 2nd and 3rd of January 1959. Ext. M7 is that memo to which he did not send any reply. He also admitted this. He came to the Bank on 4th January 1959 after availing two days leave and he did not speak anything to the Agent on his return regarding the sickness of the father or the reasons for leaving the station urgently without getting the permission of the Agent. An employee is not permitted to avail off leave without getting an order to that effect from the authorities concerned. Mr. Madhava Menon left the place without getting an order and he has not made out a case that he left the station for sufficient and justifiable reasons. The finding of the enquiry officer that there are no justifiable reasons to avail off leave on 2nd and 3rd January 1959 is correct and that finding has to stand. The punishment awarded for the same is stoppage of increment from 1st April 1958 to 30th September 1958. This is a punishment permissible under the provisions of the Bank Award. The finding and sentence about the 2nd charge have to stand.

12. The 3rd charge is overstaying leave from 11th January 1959 to 19th January 1959. Menon's application for leave is Ext. W1. Ext. W2 letter is the reply from the Bank allowing 5 days' leave from the date of availing. He availed off leave from 6th January 1959 and had to join duty on 11th January 1959. He did not join duty on that day but presented for work only on 21st January 1959. Thus he overstayed leave for 8 days from 11th January 1959. The sanctioned leave is only for 5 days. On 10th he wired for extension of 10 days' leave more. This wire was sent from Chalakudy. So on 10th he had reached only upto Chalakudy. Though he availed off leave from 6th January 1959, by 10th he reached only Chalakudy approximately 20 miles from Trichur. That is to say by 10th he had just started his pilgrimage. He knew fully well on 10th itself that he had to avail off further leave. From 6th January 1959 to 10th January 1959 he availed off leave. If he was really serious in the matter he ought not have availed off leave from 6th January 1959. He was rather feeling light in the matter of indulging in leave. January is busy time in the Bank and he knew fully well the seriousness of his duties. So his overstaying leave for 8 days from 11th January 1959 to 19th January 1959 is without sufficient justification. The enquiry officer finds that there is no justifiable ground for overstaying leave from 11th January 1959. The punishment given by the enquiry officer is stoppage of increment for

2 years from 1st of October 1958 to 30th September 1960 inclusive. This punishment is not warranted by the provisions of the Bank Award. The maximum punishment that can be given is stoppage of increment for six months. So his increment will be stopped from 1st October 1958 to 31st March 1959. The worker will be given all the withheld increments except those specified above.

13. Shri M. P. Menon seriously argued that the Bank authorities did not permit the worker to be defended by a representative of the All India Bank Employees' Union. According to the provisions of the Bank Award the management ought to have permitted this. The contention of the management is that they have not recognised this union. This contention of the Bank is not correct. In fact an employee has a right to be defended by a representative of the Bank Employees' Union in a disciplinary proceedings which the management did not permit in this particular case. I have gone through the entire proceedings and re-assessed the whole matter and the employee has not suffered any prejudice for want of defence in the enquiry. The fact that the Bank employee was not defended by a representative of the Union does not vitiate the enquiry proceedings. The entire evidence has been scrutinised by me and the prejudice if any caused to the worker is set at rest in this proceedings. The management also argued that the instance reference is only an individual dispute and this court has no jurisdiction to pass an Award. This is not correct. The workman's case is sponsored by a registered union of which the worker is a member at the relevant time. So this is an industrial dispute taken up by a registered union and the instant dispute is not an individual dispute.

14. In conclusion I find that the first charge of overstaying leave from 13th to 20th January 1958 is without bonafides and the workman is not liable to be punished for the same. The order of the management to refund the salary from 13th to 20th January 1958 is cancelled and this amount to be returned to the employee if realised. The fine of Rs. 5/- if realised from the employee has also to be refunded. The punishment of stoppage of increment from 1st April 1958 to 30th September 1958 for the 2nd charge will stand. The punishment for the 3rd charge will be stoppage of increment from 1st October 1958 to 31st March 1959. The stoppage of the increment by the management for two years from 1st October 1958 to 30th September 1960 for the 3rd charge is without jurisdiction and unwarranted by the provisions of the Bank Award. The increment of the employee will be stopped from 1st April 1958 to 31st March, 1959. All the other increments and other amounts withheld will be paid to the employee as soon as this Award comes into force. Parties will suffer their respective costs.

15. I pass the Award as stated above and the same shall become enforceable after 30 days of its publication in the Government Gazette.

APPENDIX

Witnesses examined on the side of the management :—

MW1 . . . George
MW2 . . . Viswanatha Menon.

Witness examined on the side of the union :—

WW 1 . . . A. Madhava Menon.

Exhibits marked on the side of the management :—

Ext. M 1 . . . Enquiry proceedings dated 21-2-59 regarding A. Madhava Menon.
„ M 2 . . . Letter dated 4-1-58 from Madhava Menon to the Bank.
„ M 3 . . . Postal cover.
„ M 4 . . . Copy of the Memo dated 16-1-58 from the Bank [to Madhava Menon.
„ M 5 . . . Letter dated 24-1-58 from Madhava Menon to the Bank.
„ M 6 . . . Application for leave dated nil from Madhava Menon.
„ M 7 . . . Copy of Memo dated 10-1-59 from the Bank to Madhava Menon.
„ M 8 . . . Inquiry Proceedings.
„ M 9 A . . . Copy of letter dated 4-1-58 from the Bank to Madhava Menon.
„ M 9 B . . . Letter dated 6-1-58 from the Bank to the Secretary.

Ext. M 9 C	Leave application dated 2-12-57 from A. Madhava Menon to the Bank.
„ M 9 D	Letter dated 21-1-59 from Madhava Menon to the Bank.
„ M 9 E	Memo dated 20-1-59 from Bank to Madhava Menon.
„ M 9 F	Telegram.
„ M 9 G	Copy of letter dated 16-12-58 from Bank to Madhava Menon.
„ M 9 H	Leave application dated 1-12-58 from Madhava Menon to the Bank.
„ M 9 J	Letter dated 3-1-58 from Madhava Menon to the Bank.
„ M 9 K	Circular dated 12-12-56 from the Bank to the Notice Board.

Exhibits marked on the side of the Union :—

Ext. W 1	Leave application dated 1-12-58 from Madhava Menon to the Bank.
„ W 2	Letter dated 16-12-58 from the Bank to Madhava Menon.
„ W 3	Receipt for Inland Telegrams.
„ W 4	Letter dated 20-1-59 from the Bank to Madhava Menon.
„ W 5	Memo dated 20-1-59 from the Bank.
„ W 6	Memo dated 28-1-59 from the Bank to Madhava Menon.
„ W 7	Letter dated 29-1-59 from Madhava Menon to the Bank.
„ W 8	Letter dated 5-2-59 from Madhava Menon to the Bank.
„ W 9	Letter dated 9-2-59 from the Bank to Madhava Menon.
„ W 10	Memo dated 15-4-59 from the Bank to Madhava Menon.
„ W 11	Copy of letter dated 22-4-59 from Madhava Menon to the enquiry officer.
„ W 12	Memo dated 12-5-59 from the Bank to Madhava Menon.
„ W 13	Copy of letter dated 29-7-61 from the Government of India to the Chief Labour Commissioner, New Delhi.

V. D. JOSEPH,
Industrial Tribunal.

[No. 51(31)/61-LRIV.]

S.O. 623—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Labour Court, Ahmedabad, in the matter of applications under section 33A of the said Act from certain workmen of the Indian Bank Ltd.

IN THE LABOUR COURT (CENTRAL), AHMEDABAD.
(BEFORE SHRI D. M. VIN, M.A., LL.B., PRESIDING OFFICER)

COMPLAINT No. 138 OF 1961
IN

REFERENCE No. 1 OF 1960

V. Krishnan, B.A., LL.B., c/o Indian Bank Ltd., Sir P. M. Road, Fort Bombay-1.—*Complainant*.

Versus

The Secretary, The Indian Bank Ltd, Indian Chamber Bldgs., Esplanade, Madras.—*Opponent*.

In the matter of a complaint under Section 33A of the Industrial Disputes Act, 1947.

APPEARANCES

Shri V. Krishnan in person; and
Shri Ramnathan—for the Bank.

AWARD

This complaint was filed under Section 33A of the Industrial Disputes Act, 1947, before the National Industrial Tribunal (Bank Disputes) and was transferred to this Court under Section 33B of the said Act.

2 The complainant's case was that he has been working as a clerk in the Bombay Branch of the opponent-Bank, which is a party to the dispute in Reference No 1 of 1960. From 1st July 1959, he was required to do work of supervisory nature and was also paid supervisory allowance of Rs 50/- per month as prescribed in para 164(b) of the Sastry Award, but by an office order dated 28th February 1961, he was required to do only certain original work, specified therein, with effect from 1st March 1961. The payment of supervisory allowance was also stopped with effect from that date. He contended that the opponent-Bank had thus reduced his status of supervisor, acquired by him. It was then alleged that the complainant was the President of the Indian Bank Employees' Union and as such was a protected workman, within the meaning of the term under the Industrial Disputes Act, 1947. It was also alleged that the opponent-Bank had acted *mala fide* and with a view to victimise the complainant. It was then contended that the action of the opponent Bank was such as would be covered within the scope of Section 33 of the Industrial Disputes Act, 1947 and it was incumbent on it to have obtained the permission and/or approval of the National Industrial Tribunal (Bank Disputes), but as that was not done, the mandatory provisions of Section 33 were violated and hence the complainant should be granted the appropriate reliefs.

3 The case of the opponent-Bank was that certain additional duties were temporarily allotted to the complainant. He had no right to claim that those duties should be allotted to him permanently. He had also not acquired any higher status by allotment of those duties. It was then contended that the additional duties consisted only of checking work and were not of a supervisory nature and that the complainant was not entitled to the supervisory allowance under para 161(b) of the Sastry Award but he was given the allowance under a consent award. It was further contended that he could claim the allowance only as long as he performed the additional duties, but there was nothing to compel the opponent Bank to continue to allot the additional duties to him. The opponent-Bank further contended that the complainant was not a protected workman within the meaning of the term under the Industrial Disputes Act, 1947. According to the Bank, its action was not covered within the scope of any of the clauses of Section 33 and it had in no way violated any of the provisions of the said Section. Hence the complaint should be dismissed with costs.

4 A complaint under Section 33A of the Industrial Disputes Act, 1947, can be maintained only if there is a violation of the provisions of Section 33. So the main point to be decided is whether any such violation is established or not.

5 Only sub-sections (1), (2) and (3) of Section 33 would be relevant for consideration in the present case. For the sake of convenience I shall first dispose of sub-section (3). It concerns protected workmen. A protected workman means a workman who being an officer of a registered trade union connected with the establishment is recognised as such in accordance with the Rule 61 of the Industrial Disputes (Central) Rules 1957. No doubt as appears from Exs W/3 and W/4, the complainant was an office bearer of the Union and letters were written to recognise him and four others as protected workmen, but there is nothing to show that they were recognised as such. So Sub-section (3) will have no application to the facts of the present case.

6 Now, clauses (a) of Sub-sections (1) and (2) of Section 33 deal with alterations in the conditions of service and clauses (b) deal with discharge or punishment, whether by dismissal or otherwise, for a misconduct. Even though in the complaint, it was alleged that the impugned action of the opponent-Bank was taken by way of punishment, the point was not urged at the time of hearing. There is nothing to show as to how it would amount to a punishment. Hence, clauses (b), also would have no application to the facts of the present case.

7 Clauses (a) of Sub-sections (1) and (2) of Section 33 deal with alterations in the conditions of service applicable to the workman concerned immediately before the commencement of the particular proceedings. It was alleged that the opponent-Bank's refusal to assign additional duties which were alleged to be of supervisory nature and to pay supervisory allowance would amount to an alteration in the conditions of service and if this alteration is considered to be in regard to any matter connected with the dispute pending before the National Industrial Tribunal (Bank Disputes) permission was necessary under Sub-section (1) and if it was not so connected approval under Sub-section (2) was necessary. Apart from the question whether the alteration was with regard to any matter connected with the dispute or not, it should be considered whether the

impugned refusal would amount to an alteration in the conditions of service as contemplated under Section 33 or not.

8. Now, para 164(b) of Sastry Award under which the supervisory allowance, is claimed in the present case, provides *inter alia* that supervisors in A class Banks should be given an allowance of Rs. 50/- per month. Para 165 has clarified that the allowance would be payable to those persons who are workmen. It would, therefore, mean that the clerks who do supervisory duties should be given the allowance. Reading these paras closely it appears that even though they provide for payment of allowances, they do not lay down as to which clerks should be allotted supervisory duties. They only lay down that whenever the clerks perform supervisory duties, they should be paid the allowance at the rates prescribed therein. A very similar question was considered by the Honourable Shri Justice K. T. Desai as Presiding Officer, National Industrial Tribunal (Bank Disputes) in Comp. No. 15 of 1961, Shri S. V. Lakshminarayanan v/s The Indian Overseas Bank Ltd., reported in the Gazette of India, Part II, Section 3(ii), dated 3rd June 1961, at page 1214, wherein it was held that the concerned workman would be entitled to the supervisory allowance under the provision of the Sastry Award so long as he is entrusted with supervisory work by the bank and that there is no obligation upon the bank to give supervisory work to a clerk and to pay him a supervisory allowance. This complaint was under Section 33A of the Industrial Disputes Act, 1947. The dispute arising in this complaint then seems to have been referred to the Industrial Tribunal, Madras, for adjudication. Considering the contentions of the parties in that Reference it was observed by the Learned Tribunal in its award that the workman concerned would be entitled to do the supervisory work only if it is conferred on him and he cannot demand supervisory work as a matter of right, and that if he is called upon to do the supervisory work he will get the special allowance so long as he does that work. It was further observed that merely because the workman concerned was entrusted with the supervisory work before, it would not create in him a right to demand that work. [See General Secretary, Indian Overseas Bank Employees' Union v/s Indian Overseas Bank Ltd., reported in the Gazette of India, Part II, Section 3(ii), dated 28th April 1962, at page 1371]. So clearly, the Sastry Award only lays down that whenever a clerk does supervisory work, he would be entitled to the supervisory allowance at the prescribed rates, but it does not by itself create any right in a clerk to demand or to get the supervisory work.

9. As regards the above two rulings, it was urged by the complainant that the ruling of the Supreme Court in Lloyds Banks Ltd., v/s Panna Lal Gupta and others, reported in 1961, L.L.J., (Vol. I) at page 18 was not considered by the Learned Tribunals; but, even though the Supreme Court ruling deals with the question whether the particular duties, specified therein, would amount to supervisory work, as contemplated under para 164(b) of the Sastry Award or not, it does not deal with the question whether a clerk would be entitled under the Award to be allotted supervisory work. So there is no substance in the point urged against the two rulings, cited above.

10. It was then urged that the complainant was entitled to be allotted the work, which was taken away from him with effect from 1st March 1961, because the office order dated 1st July 1959, under which the work was allotted to him, meant that he would continue to get the work from that day. A copy of the office order was produced as Ex.W/1 and even its plain reading would show that it would not in any way support the complainant's contention in this behalf. After mentioning the names of the clerks concerned, it only states as follows:—

"The above will finish the original work that may be allotted to them and then take up the checking work. They will please note that they are not entitled to overtime but will be given such allowance as allowed by head-office under the rules."

This, even at its best, would not mean that a permanent supervisory status was conferred upon the clerks concerned, nor would it create a permanent right in the clerks concerned to demand the particular work specified therein. So this office order would not, in my opinion, help the complainant.

11. Reliance was then placed on the consent award given by the Additional Industrial Tribunal, Bombay, consisting of Shri Salim Merchant. A copy of the award was produced as Ex. 6. It appears that a dispute was raised on behalf of the complainant and five other clerks that even though they were doing the duties mentioned in the office order, dated 1st July 1959 and those duties were of supervisory nature, they were not given the allowances prescribed in para

164(b) of the Sastry Award and so they should be granted those allowances. It then appears that the Learned Tribunal made a consent award, the relevant term of which is as follows:—

“Without prejudice to the contents of either party, as a matter of compromise, the Bank agrees to pay to each of the five employees only viz.

1. Shri P. S. Narayanaswami,
2. Shri B. R. Baliga,
3. Shri Y. B. Shenoy,
4. Shri V. Krishnan,
5. Shri G. Somayajulu

concerned in this Reference the special allowance of Rs. 50/- per month effective from 1st July 1959, till such time as each of them continued to do the additional work allotted to him.”

This term also does not in any way create a permanent right in the complainant to be allotted the particular work, nor does it confer any supervisory or higher status on him. It only provides that he should be given a special allowance of Rs. 50/- per month till such time as he continues to do the additional work allotted to him. So even the consent award would not help the complainant.

12. The position then is that the complainant was previously allotted certain additional duties and was paid the allowance of Rs. 50/- per month. Those additional duties were taken away from him and the payment of the allowance was stopped. The complainant had no right to be permanently allotted those additional duties nor to be permanently given the allowance of Rs. 50/-. So, if the allotment of the additional duties and the payment of the allowance are stopped, it cannot mean that the conditions of service were altered. The facts in the ruling of Shri Justice K. T. Desai, referred to above, were very similar to those in the present case and hence respectfully following it, I hold that in this case also there has not been any alteration in the conditions of service of the complainant and there was no contravention of the provisions of Section 33 of the Industrial Disputes Act, 1947.

13. It was urged by the complainant that the additional work, allotted to him, was of supervisory nature and was such as would make him entitled to the supervisory allowance under para 164(b) of the Sastry Award. The Supreme Court rulings in *Lloyds Banks Ltd., v/s. Panna Lal Gupta & others* reported in 1961 L.L.J., (Vol. I) at p. 18 and in *Punjab National Bank Ltd., v/s their workmen* and another reported in 1961 L.L.J., (Vol. II) 162 were also tried to be distinguished. In reply, to this, it was contended on behalf of the opponent Bank that the additional work allotted to the complainant was not of supervisory nature but was only of the nature of checking work and the complainant would not be entitled to the supervisory allowance under the Sastry Award as of right. But in view of the above decision, it is not necessary to consider the contentions of the parties in this behalf. Suffice it to hold that in the present case there has been no alteration in the conditions of service of the complainant and this complaint would fail.

14. It is, therefore, directed that this complaint be dismissed. There would be no orders as to costs.

(Sd.) D. M. VIN,
Presiding Officer,

Labour Court (Central), Ahmedabad,

Ahmedabad.

Dated, the 16th February, 1963.

IN THE LABOUR COURT (CENTRAL), AHMEDABAD.
(BEFORE SHRI D. M. VIN, M.A., LL.B., PRESIDING OFFICER)

COMPLAINT No. 139 OF 1961

IN

REFERENCE No. 1 OF 1960

Y. Radha Krishna Shenoy, B.A., B.Com.,
LL.B., C.A.I.I.B.,
c/o Indian Bank Ltd.,
L. N. Road, Matunga,
Bombay-19.—*Complainant.*

Versus

The Secretary,
Indian Bank Ltd.,
Indian Chamber Bldgs.,
Esplanade, Madras.—*Opponent.*

In the matter of a complaint under Section 33-A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri V. Krishnan—*for the complainant*; and
Shri Ram Nathan—*for the opponent.*

AWARD

This complaint was filed under Section 33-A of the Industrial Disputes Act, 1947, before the National Industrial Tribunal (Bank Disputes) and was transferred to this Court under Section 33-B of the said Act.

2. The complainant's case was that he has been working as a permanent employee in the Matunga Branch of the opponent Bank, which is a party to the dispute in Reference No. 1 of 1960. From 9th January 1959, he was assigned work of supervisory nature and was designated as an Acting Assistant and was also paid supervisory allowance of Rs. 50/- as prescribed in para. 164(b) of the Sastry Award with effect from 1st July 1960; but by a letter dated 1st March 1961, which was served on him on 4th March 1961, he was directed to attend to his original work which was allotted to him. The payment of the supervisory allowance was also stopped with effect from that date. The complainant contended that the opponent Bank had thus reduced his status of Acting Assistant acquired by him. It was then alleged that the opponent bank had acted *mala fide* and with a view to victimise him. It was then contended that the action of the opponent Bank was such as would be covered within the scope of Section 33 of the Industrial Disputes Act and it was incumbent on it to have obtained permission and/or approval of the National Industrial Tribunal (Bank Disputes), but as that was not done, the mandatory provisions of Section 33 were violated and hence the complainant should be granted appropriate reliefs.

3. The case of the opponent Bank was that the complainant was only a permanent clerk in its employment and certain additional duties were temporarily allotted to him. He had no right to claim that these duties should be allotted to him permanently. He had also not acquired any higher status. It was then contended that the additional duties which were allotted to him were not of supervisory nature and he was not entitled to supervisory allowance under para. 164(b) of the Sastry Award. It was further contended that he could claim the allowance only as long as he performed the additional duties but there was nothing to compel the opponent Bank to continue to allot the additional duties to him. The opponent Bank further contended that this action was not covered within the scope of any of the clauses of Section 33 and it had not, in any way, violated any of the provisions of the said section. Hence the complaint should be dismissed with costs.

4. A complaint under Section 33-A of the Industrial Disputes Act, 1947, can be maintained only if there is a violation of the provisions of Section 33. So, the main point to be decided is whether any such violation is established or not.

5. As far as the present case is concerned, only sub-sections (1) and (2) of Section 33 would be relevant for consideration. Clauses (a) of sub-sections (1) and (2) deal with alterations in the conditions of service and clauses (b) deal with

discharge or punishment whether by dismissal or otherwise for a misconduct. Eventhough it was alleged in the complaint that the impugned action was taken by the opponent Bank by way of punishment, the point was not urged at the time of hearing. There is nothing to substantiate the allegation that the impugned action was taken by way of punishment. Hence clauses (b) would have no application to the facts of the present case. Clauses (a) of sub-sections (1) and (2) of Section 33 deal with alterations in the conditions of service applicable to the workmen concerned immediately before the commencement of the particular proceedings. It was alleged that the opponent Bank's refusal to assign him duties which were alleged to be of supervisory nature and to pay supervisory allowance would amount to an alteration in the conditions of service; and if this alteration is considered to be in regard to any matter connected with the dispute pending before the National Industrial Tribunal (Bank Disputes) permission was necessary under sub-section (1) and if it was not so connected, approval under sub-section (2) was necessary. Apart from the question whether the alteration was with regard to any matter connected with the dispute or not, it should be considered whether the impugned refusal would amount to an alteration in the conditions of service as contemplated under Section 33 or not.

6. Now, para. 164(b) of the Sastry Award, under which the supervisory allowance is claimed, provides *inter alia* that supervisors in A class banks should be given an allowance of Rs. 50/- p.m. Para. 165 has clarified that the allowance would be payable to those persons who are workmen. It would, therefore, mean that the clerks who do supervisory duties should be given the allowance. Reading these paras closely, it appears that eventhough they provide for payment of allowances, they do not lay down as to which clerk should be allotted supervisory duties. They only lay down that when ever the clerks perform supervisory duties, they should be paid the allowance at the rates prescribed therein. A very similar question was considered by the Honourable Justice Shri K. T. Desai as Presiding Officer, National Industrial Tribunal (Bank Disputes) in Complaint No. 15 of 1961, Shri S. V. Laxminarayana v/s. The Indian Overseas Bank Ltd, reported in the Gazette of India, Part II, Section 3(ii) dated the 3rd June 1961 at page 1214, wherein it was held that the concerned workman would be entitled to the supervisory allowance under the provisions of the Sastry Award so long as he is entrusted with supervisory work by the bank and that there is no obligation upon the bank to give supervisory work to a clerk and to pay him a supervisory allowance. This complaint was under Section 33-A of the Industrial Disputes Act, 1947. The dispute arising in this complaint, then, seems to have been referred to the Industrial Tribunal, Madras, for adjudication. Considering the contentions of the parties in that Reference it was observed by the learned Tribunal in its award that the workman concerned would be entitled to do supervisory work, only if it is conferred on him, and he cannot demand supervisory work as a matter of right and that if he is called upon to do supervisory work, he will get the special allowance so long as he does that work. It was further observed that merely because the workman concerned was entrusted with the supervisory work before, it would not create in him the right to demand that work. (See General Secretary, Indian Overseas Bank Employees' Union v/s Indian Overseas Bank Ltd, reported in the Gazette of India, Part II, Section 3(ii) dated 28th April 1962, at page 1371). So, clearly the Sastry Award only lays down that whenever a clerk does supervisory work he would be entitled to the supervisory allowance at the prescribed rates; but it does not by itself create any right in a clerk to demand or to get the supervisory work.

7. As regards the above two rulings, it was urged on behalf of the complainant that the ruling of the Supreme Court in Lloyds Bank Ltd. v/s Pannalal Gupta and others, reported in 1961 Labour Law Journal, Vol. I, at page 13, was not considered by the learned Tribunals; but eventhough the Supreme Court ruling deals with the question whether the particular duties specified therein would amount to supervisory work as contemplated under para 161(b) of the Sastry Award or not, it does not deal with the question whether a clerk would be entitled under the Award to be allotted supervisory work. So there is no substance in the point urged against the two rulings cited above.

8. Eventhough it was urged that the complainant was a permanent employee and was working as an assistant, there is nothing to show that the opponent Bank had conferred a permanent status of an assistant on him. No order appointing him as such was produced. The opponent Bank did admit that he was a permanent clerk but had categorically denied to have given any permanent status as an assistant or as a supervisor to the complainant. Even his designation, viz., Acting Assistant, shows that he must not have been made permanent as an assistant. There is, therefore, nothing to show that he was a permanent assistant or a supervisor. Of course, it does appear and it was not even disputed, that for some time he was assigned some duties for which he was paid the supervisory allowance of Rs. 50/- with effect from

1st July 1960; but there is nothing to show that he had acquired a right to claim that work permanently. It then appears that in the Bank's written statement a reference was made to the consent award made by the Additional Industrial Tribunal, Bombay, consisting of Shri Salim Merchant; but, it also appears from the copy of the award that the complainant was not a party to that dispute. So, assuming that that award confers any right, even then it would not be applicable to the complainant. Considering, therefore, the whole evidence I do not think that the complainant was entitled to be allotted the particular work and to be paid the supervisory allowance of Rs. 50 p.m. permanently. So the position is that he was asked to do certain additional duties for some time and those duties were taken away from him and the payment of allowance was stopped; he had no right to be permanently allotted the additional duties nor to be permanently given the allowance of Rs. 50. So if the allotment of additional duties and the payment of the allowance were stopped, it cannot mean that the conditions of service were altered. The facts in the ruling of Shri Justice K. T. Desai referred to above were very similar to those in the present case and hence respectfully following it, I hold that in this case also, there has not been any alteration in the conditions of service of the complainant and there was no contravention of the provisions of Section 33 of the Industrial Disputes Act, 1947.

9. It was urged on behalf of the complainant that the additional work allotted to him was of supervisory nature and was such as would make him entitled to the supervisory allowance under para 164(b) of the Sastry Award. The rulings of the Supreme Court in *Lloyds Bank Ltd. vs. Panna Lal Gupta* and others reported in 1961 Labour Law Journal, Vol. I, at page 18, and in *Punjab National Bank Ltd. vs. their workmen* and another, reported in 1961 Labour Law Journal, Vol. II, at page 162, were also tried to be distinguished. In reply to this, it was contended on behalf of the opponent Bank that the additional work allotted to the complainant was not of supervisory nature but was only of the nature of checking work and the complainant would not be entitled to the supervisory allowance under the Sastry Award as of right. But in view of the above decision, it is not necessary to consider the contentions of the parties in this behalf. Suffice it to hold that in the present case there has been no alteration in the conditions of service of the complainant and this complaint would fail.

10. It is, therefore, directed that this complaint be dismissed. There would be no order as to costs.

(Sd.) D. M. VIN,

Presiding Officer,

Labour Court (Central), Ahmedabad

Ahmedabad;

Dated the 18th February, 1963.

IN THE LABOUR COURT (CENTRAL), AHMEDABAD

(BEFORE SHRI D. M. VIN, M.A., LL.B., PRESIDING OFFICER)

COMPLAINT NO. 249 OF 1961

IN

REFERENCE NO. 1 OF 1960

P. S. Sharma, Shroff *cum* Godown Keeper, c/o Sri V. Krishnan, Indian Bank Ltd., P.B. No. 354, Fort, Bombay-1—Complainant.

Versus

The Secretary, Indian Bank Ltd., Indian Chamber Bldgs., Explanade, Madras.—Opponent.

In the matter of a complaint under Section 33A of the Industrial Disputes Act, 1947.

APPEARANCES:

Shri Krishnan—for the complainant; and

Shri Ram Nathan—for the opponent.

AWARD

This complaint was filed before the National Industrial Tribunal (Bank Disputes) under Section 33A of the Industrial Disputes Act, 1947, and was transferred to this Court under Section 33B of the said Act.

2. The complainant is a permanent employee of the opponent Bank, and is at present working at its Narasaraopet Branch, where he was transferred from the Nellore Branch. On 8th April 1960 while he was working as a shroff on the cash-counter at the Nellore Branch, it was alleged that there was a theft of Rs. 9,500/- from his drawer. He immediately reported the matter to the Agent of the Bank and after some preliminary inquiries and search were made, the matter was reported to the police. The police investigated into the matter and it seems that a final report was submitted to the Judicial Second Class Magistrate, Nellore, to file the case as a mistake of fact as the complainant, owing to negligence or carelessness either must have made the excess payment or taken away the amount himself, and to drop the proceedings, after serving the notice on the Agent of the Bank. Being dissatisfied by this, the complainant after taking permission from the management of the Bank, moved the Inspector General of Police to get further investigation made into the matter and the case was entrusted for investigation to the Inspector of Police, Crime Branch, C.I.D., Hyderabad. The Inspector of Police made further investigation into the matter and came to the conclusion that the case was of a theft but it was undetectable and so it should be referred as undetectable instead of as mistake of fact as referred to earlier. A report to that effect was made to the Judicial Second Class Magistrate, Nellore. In the meanwhile by a letter dated 16th April 1960, the complainant was asked to make good the amount of shortage, on the ground that he was responsible for the same. The complainant, then seems to have mortgaged his property as well as that of his relative and obtained an advance from the opponent-Bank to adjust the shortage in cash on account of the theft. The advance was to be repaid by instalments and for the purpose some amounts were to be deducted from the monthly wages of the complainant. The complainant was also transferred to Narasaraopet, where his allowances would be less by Rs. 14/- than those at Nellore.

3. The complainant's contentions were that no inquiry was made before he was held to be responsible for the loss of the amount of Rs. 9,500/- and to be liable to make good the loss; that the direction to him to make good the loss was illegal in as much as it was in contravention of the provisions of the Madras Shops and Establishments Act, as adopted in the State of Andhra Pradesh; that the direction was also arbitrary and unjustified because the loss of the amount was not due to his negligence and carelessness but was due to the unsecured arrangements for the cashier's seat existing at that time; that he was induced and forced to mortgage his as well as his relative's properties to obtain the advance; and that he was wrongly transferred to the Narasaraopet Branch. He contended that all these actions were taken by the management of the opponent-Bank when the Reference No. 1 of 1960, to which it was a party, was pending before the National Industrial Tribunal (Bank Disputes); and that as no permission or approval of the said Tribunal was obtained, there was a violation of the provisions of Section 33 of the Industrial Disputes Act, 1947. So, it was contended that the appropriate reliefs be granted to the complainant.

4. The contentions of the opponent-Bank were that on the admitted facts the amount of Rs. 9,500/- was lost from the possession of the complainant who was responsible for the safe keeping of the cash and the loss was due to his negligence and not due to any other reason. So he was directed to make good the loss. It was then contended that the actions of the opponent-Bank were not in contravention of the provisions of the Madras Shops and Establishments Act or of any other law; that none of its actions were such as would be covered within the scope of Section 33 of the Industrial Disputes Act, 1947, and its provisions were in no way contravened. Hence, it was urged that this complaint should be dismissed with costs.

5. A plain reading of Section 33A of the Industrial Disputes Act, 1947, would show that a complaint under it would be maintainable only if there is a contravention of the provisions of Section 33. So the main point to be considered in the present case is whether a contravention of any of the provisions of Section 33 is established or not.

6. Looking to the facts and the contentions of the parties, only Sub-sections (1) and (2) of Section 33 would be relevant for consideration in the present case. Sub-section (1) *inter alia* provides that when the proceedings are pending before a National Tribunal, no employer shall (a) in regard to any matter connected with the dispute, alter, to the prejudice of the workmen concerned in such dispute,

the conditions of service applicable to them immediately before the commencement of the proceedings and (b) for any misconduct connected with the dispute, discharge or punish, whether by dismissal or otherwise, any workmen concerned in such dispute, save with the express written permission of the National Tribunal. So the first condition for the application Sub-section (1) is that the impugned action or actions must be in regard to any matter, or for any misconduct, connected with the dispute pending before the National Tribunal. Now, in the present case the actions of the opponent-Bank, which were challenged were (1) direction to make good the loss, (2) recovering the amount of loss by advancing a loan on mortgage and (3) order of transfer to Narasaraopet. But these actions must be shown to be in regard to any matter or for any misconduct connected with the dispute pending before the National Industrial Tribunal (Bank Disputes). The matters in respect of which the dispute was referred for adjudication by the Central Government to the National Industrial Tribunal (Bank Disputes) were specified in Schedule II to the notification No. S.O. 705, dated 21st March 1960, which is reproduced on page 302 of the Award of the National Industrial Tribunal (Bank Disputes). It is very important to note that the schedule does not contain any matter concerning transfer. So the opponent-Bank's action of transfer, which challenged in the present case, cannot be said to be in regard to any matter connected with the dispute for which the proceedings are pending before the National Industrial Tribunal (Bank Disputes). As far as the other two actions of the opponent-Bank are concerned, the only items of the Schedule II of the notification, which can have any relevancy are items Nos. 10 and 22, which are as follows:—

"10. Cash deposits, fidelity bonds, and other securities to be furnished by the staff."

22. Any other question connected with or arising out of the forgoing matters."

Considering the action of the opponent-Bank closely, it would seem that they cannot be said to be in regard to these matters also. The actions did not make any change in the matter regarding deposits, fidelity bonds or securities to be taken from the complainant or any other workman, nor would they amount to forfeiture of deposits, etc. because there is nothing to show that any deposit, bond or security was taken and was forfeited. Direction to make good the loss would not necessarily mean forfeiture of any security etc. Moreover, the matter regarding forfeiture of deposits, etc. would not be included within the scope of item 10. As far as item No. 22 is concerned, there does not seem to be anything about forfeiture in the Award given by Shri Justice K. T. Desai and so it seems that neither any of the parties, nor even the Hon'ble Tribunal must have thought that the matter regarding forfeiture of deposits etc. would be covered within the scope of item 22. So the actions of the opponent-Bank cannot be said to be in regard to any of the matters covered under these items or any other item of Schedule II of the notification. Hence, Sub-section (1) of Section 33 will have no application to the facts of the present case.

7. Now, sub-section (2) of Section 33 *inter alia* provides that during the pendency of proceedings before the National Tribunal, the employer may, in accordance with the standing orders applicable to the workman concerned in the dispute, alter in regard to any matter not connected with the dispute, the conditions of service or for any misconduct not connected with dispute discharge or punish, whether by dismissal or otherwise the workman but only in cases of discharge or dismissal, he will have to pay one month's wages to the concerned workman and to obtain approval of the action from the National Tribunal. No doubt, under this provision, approval is necessary only for the actions of discharge or dismissal; but the provision also clearly means that the other types of actions of the employer must be in accordance with the standing orders applicable to the workman concerned in the dispute. Now, the standing orders, applicable to the complainant in the present case would be those which are laid down in the Sastry Award. It was directed in paras 560 and 531 of the Sastry Award that the directions, given for the matters which would ordinarily be covered by the standing orders, would be the standing orders applicable to the workmen concerned. Now, considering the Sastry Award it appears that it does not in any way deal with forfeiture of deposits or securities given by the workmen, nor does it deal with the matters regarding making good the losses by the workmen or clerks. So, as far as the opponent-Bank's actions in giving the directions to make good the lost amount and of recovering the lost amount are concerned, they cannot be held to be not in accordance with the standing orders applicable to the complainant because there are no standing orders dealing with these topics. Further there is nothing to show that these actions were taken by way of punishment. Direction to make good the loss or to reimburse or to compensate the party which has suffered the loss would not necessarily

mean punishment. Such a direction may affect the party to which it has been given, but it would not amount to punishment as contemplated under Section 33. Punishment which can be inflicted on the clerks or workmen of the banks are enumerated in para 521(3), (5) and (7) of the Sastry Award, but the opponent-Bank's actions, under consideration, would not be covered within the scope of the said para. Of course, the Sastry Award does deal with the matter regarding transfers and some directions are given in Chapter XVIII; but there is nothing to show the complainant's transfer to Narasaraopet Branch was in any way in contravention of those directions. It is true that his allowances were reduced by the transfer, but that was only as a consequence of the transfer which was legal. Clearly, therefore, none of the opponent-Bank's actions under consideration can be said to be not in accordance with the standing orders applicable to the complainant and sub-section (2) of Section 33 also will have no application to the facts of the present case.

8. It was contended in the complaint Ex. 1 that the opponent-Bank's actions under consideration, were in contravention of the provisions of the Madras Shops and Establishments Act. No arguments on this point were urged at the time of hearing of the case. Assuming that the opponent-Bank's actions, under consideration, were in contravention of the provisions of the Madras Shops and Establishments Act, even then as far as the present case is concerned nothing can be done. Apart from the question whether a particular action is in accordance with any other law or statute, the only point to be considered in a case like the present one is, whether the action is in violation of any of the provisions of the standing orders or not. If the standing orders are not violated or if there are no standing orders concerning the particular topic, sub-section (2) of Section 23 would not apply. If the provisions of any other law or statute are contravened, the other remedies, which may be available to the parties, may be pursued.

9. It was strenuously urged on behalf of the complainant that the opponent-Bank's actions under consideration were too harsh and unjustified and were such as would inflict a very heavy financial burden on the complainant and adequate reliefs should be granted. Of course, these contentions are not without any substance; but as far as the present case is concerned, in view of the above findings that no violation or contravention of the provisions of Section 33 is established, I do not think it would be necessary or even proper to consider these contentions.

10. It is held above that no contravention of the provisions of Section 33 of the Industrial Disputes Act, 1947, is established and in that view of the matter, this complaint would fail.

11. In the result, it is directed that this complaint be dismissed. There would be no orders as to costs.

(Sd.) D. M. VIN.

Presiding Officer,

Labour Court (Central), Ahmedabad

Ahmedabad.

Dated the 18th February, 1963.

[No. 56(23)/62-LRIV.]

New Delhi, the 28th February 1963

S.O. 634.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Arbitrator in the industrial dispute between the Trustees of the Port of Bombay and their workmen represented by the Bombay Port Trust General Workers' Union.

BEFORE SHRI M. R. MEHER, I.C.S. (Retd.) ARBITRATOR

In the Dispute

BETWEEN

The Trustees of the Port of Bombay

AND

The workmen represented by the Bombay Port Trust General Workers' Union.

In the matter of working hours etc.

Shri S. T. Nariman, Legal Adviser—for the Bombay Port Trust.

Shri S. Moitra—for the Union.

AWARD

This is a reference by the Central Government under Section 10A(1) of the Industrial Disputes Act, on an agreement by the parties to refer to my arbitration a dispute between the Trustees of the Port of Bombay and the workmen represented by the Bombay Port Trust General Workers' Union on the following matter:—

"Whether the fact that when a vessel is laid up for survey and/or repairs, the duty hours of the crews and fixed at 8 hours constitutes a breach of any of the Trustees' Rules and Regulations for Non-scheduled Staff or otherwise constitutes an illegality, and if so, to what relief, if any, are the workmen entitled? Is the demand for the continuance of 12-hour shifts during the period of survey and/or repairs otherwise justifiable?"

The workmen directly concerned in this reference are the crews of vessels comprised in the Flotilla establishments of the Port and Engineering Departments of the Port Trust.

2. In the statement of claim filed on behalf of the workmen, the Union has given the historical background of the case and has stated, *inter alia*, as follows: The Under-Trustees' Resolution No. 429 of 1945 the duty hours of the crews for each of the two shifts was fixed at 12 hours of which 4 hours was to be reckoned as overtime. In 1951 the Government of India applied the Minimum Wages Act to the Bombay Port Trust. Under the Act it was necessary to introduce a working week of 48 hours or 9 hours a day. The Union then refers to a note by the Chairman to the Trustees on 11th July 1953, which it is not necessary to set out here, and goes on to say that crews of the flotilla were never asked from the beginning till 1956 to accept reduction in their working hours and consequent reduction or non-payment of over-time. Whenever a ship was laid up for annual survey or for purposes of repairs. In 1956 the Trustees brought about a change in the conditions of service without the approval of the Government of India and without meeting the requirements of notice of the Industrial Disputes Act. The change was as follows: On the Dredging Flotilla whenever a vessel was required to be laid up for survey or petty repairs the duty hours were fixed at 8 hours. The Union submitted that it was incumbent on the Trustees to frame rules and regulations relating to the conditions of service, with the approval of the Central Government, that under Appendix B to the Rules and Regulations for the Non-scheduled staff the hours fixed were 12 hours including 4 hours' overtime. These prescribed hours did not mean that the workmen did continuous work but they were available for duty. The union goes on to say,

"It is the submission of this Union that during the period of survey or lay up for short periods the action of the Administration while retaining the employees on duty reducing their duty hours which are normally 8 hours normal working and four hours overtime working to only 8 hours working amounts to a breach of the Trustees' Rules and Regulations for the non-scheduled staff. It also constitutes an illegality inasmuch as the duty hours of 12 hours shift are illegally reduced to 8 hours. It is the submission of the Union that 12 hours shift working as was available to the employees right from the introduction of shift working till 1956 should be continued and should not be reduced as long as the employees are not totally laid up. It is the claim of the Union that this illegal change that has been brought into vogue with effect from 1956 should be compensated by payment of arrears of overtime wages for such periods whenever the crews working on the Chief Engineer's and Deputy Conservator's flotilla had been placed on 8 hours shift working instead of 12 hours shift working with effect from 1st October 1957 as had been demanded by this Union under its letter dated 8th May 1962."

It is alternatively stated that if this claim is not valid or if it is held that the change from 12 hours' shift to 8 hours during the lay up for survey or short repairs did not constitute any breach of the Regulations or any breach of the Industrial Disputes Act, the introduction of shorter working hours was not valid as the action of the Trustees was against the fundamental principles which had guided the Committee for classification and categorisation in fixing uniformity of scales for major ports. At Calcutta the working hours for such crews are still 12 and are not reduced during the period of lay up for survey or repairs. Finally the Union has stated, 'It is the further submission of this Union that the Hon'ble Arbitrator should take into consideration the aforesaid comments and be pleased to direct that the flotilla crews working under the Deputy Conservator and the

Chief Engineer, Bombay Port Trust, be properly compensated for non-continuation of 12 hours working with effect from 1st October 1957.'

3. In the written statement of the Trustees in reply it is stated, *inter alia*, as follows: Prior to 1935 the docking and undocking of vessels in Alexandra Dock at night used to be done in emergency only. In September 1935 the Trustees introduced night docking as a regular feature. The crews of the tugs concerned worked in a single shift all round the clock as and when required, and the workmen were paid overtime for work between 7 P.M. and 6 A.M. In August 1945 the time shift system was introduced, the shift being each of 12 hours. Prior to the First World War night dredging was resorted to mainly for initial deepening of the dock when such channels and some of the bunder areas and that too when such areas were not available for dredging work during day time. During the twenties extensive dredging for deepening of the Alexandra Dock channel and the Ballard Pier Berths was carried out, and overtime had to be paid. All vessels are surveyed annually by the Mercantile Marine Department of the Government of India. Repairs are carried out by the workshop staff. The training and qualifications of the engine room crew of the vessels enable them to carry out only minor repairs to a vessel, their role being normally restricted to helping the workshop staff in the work of repairs. It is evident that the regular crew of a vessel, working two shifts when in commission, would be far in excess of its requirements during the period of lay up. During the period of lay up of a vessel some of the members of the crew are given duty in leave vacancies on other vessels in commission and some more proceed on leave during the period. The rest are employed for helping the workshop staff as stated above. It has always been the practice in the Engineering Department, when a vessel is laid up to pay the crew on the basis of the normal hours of duty without any overtime. So far as the Port Department is concerned, till 1953 the members of the crew were posted, during the period of the lay up of a vessel, to do duty in connection with repairs during normal working hours along with the workshop staff, but they used to be paid 4 hours' overtime at $1\frac{1}{2}$ times the basic wage. In 1953 the provisions of the Minimum Wages Act were extended to the Port Trust and overtime for periods in excess of 8 hours a day or 48 a week had to be paid at double rate. Instructions were issued by the Chairman of the Trustees to the different departments to reduce overtime to the minimum, particularly as Shri Sankara Aiyar, the Special Officer for reorganisation had raised objection to such overtime payment. Shri Sankara Aiyar reported as follows:

"It is noticed that when vessels are laid up for repairs in the B.P.T. Workshop, the crew continue to be on board and the staff are paid full pay and overtime. The period normally extends from six weeks to three months. The men are not effectively on duty and it is not understood why they should be paid overtime when the vessel is under repairs. The moment the vessel is handed over to the Mechanical Department for repairs, the Mechanical Department should be asked to provide their own lascars for watching the vessel. The crew should be signed off and if required should be utilised against leave vacancies. It is irregular to pay the staff, in addition to pay, overtime on a regular 4 hour basis."

By a notice dated 10th July 1953 addressed to the workmen by the Deputy Conservator they were informed that they would not be paid overtime for the period a vessel was not in commission, unless they were transferred to other vessels in commission, or overtime work in connection with any particular repairs to a vessel was considered justified by the Mechanical Superintendent. The Trustees go on to say that in the Award of Shri Salim Merchant the claim of the workmen for overtime was rejected, so the present claim is barred by the principle of *res judicata*. The only change made by the Trustees was to stop overtime payment when no overtime was done, since such overtime payment was without any justification as pointed out by Shri Sankara Aiyar. Any dispute regarding scheduled staff is outside the terms of reference. Regarding the practice in Calcutta relied on by the Union the Trustees state,

"The Employers state that the submissions made by the Union based on the observations contained in the report of the Categorisation and Classification Committee presided over by Shri Jeejeebhoy are devoid of all substance. Regarding the practice obtaining in the Calcutta Port to which reference has been made by the Union, the Employers state that in Calcutta the crews of the dredgers, despatch vessels, survey vessels and pilot vessels which go down the river are granted a consolidated overtime at 50 per cent or 62½ per cent of their total wages. The crews attached to Port Dredging craft and crane vessels have a single shift and work normally from 7 A.M. to 4 P.M. only. 50 per

cent of the men, however, are required to remain on board after working hours to keep watch by rotation. For this extra work that is watch-keeping duty the crew are paid Rs. 25 per head per month when their vessels are in commission and Rs. 9 per head per month while the vessels are laid up for repairs. The crews of the Dock tugs and launches and mooring craft at Calcutta work in 12-hour shifts and are paid only 2 hours overtime. It will thus be seen that the basis for the payment of overtime to the flotilla crews in Bombay is much more generous than the basis adopted at the Calcutta Port."

4 Finally the Trustees deny that putting the crew on 8 hour duty in connection with repair work of laid up vessels constitutes any breach of the rules and regulations for the non-scheduled staff, and state that the demand that the workmen should be put on 12 hours' duty every day while the vessel is not working and even though there is no necessity for overtime is manifestly unreasonable and unjustified.

5. The point for decision in this reference lies in a small compass. The claim that the workmen concerned in this reference should be given overtime pay for certain number of hours in a shift even though there may be no overtime work is manifestly unreasonable and Shri Moitra who appeared for the Union, realising this, repeatedly stated during the hearing that (a) his claim is not for overtime when there was and there is no overtime work but for compensation (b) that the Port Trustees having made a breach of the Rules and Regulations by reducing the hours for the staff from 12 (including 4 hours' overtime) to 8 the workmen are entitled to compensation. Now as regards the first point there is a specific demand in the extract from the Union's statement quoted in paragraph 2 above of payment of overtime wages from 1-56. The claim for overtime wages was rejected as without substance by the Industrial Tribunal Shri Salim Merchant in his Award published in the Gazette of India on 4th November 1961. Shri Moitra argued (a) that the principle of *res judicata* is not binding on an arbitrator (b) that the Union agreed to this reference to arbitration on the assurance that no technical point would be raised. The point (a) has no substance as an arbitrator cannot ignore the plea of *res judicata* if raised. As regards (b) Shri Nariman stated that the plea was raised for what it was worth, and the Trustees would have no objection to the Tribunal giving a decision on the merits of the workmen's claim, and if as stated by Shri Moitra the claim was not for overtime wages and arrears of overtime wages but for compensation as asked for, the Award referred to above would not be a bar. In view of these submissions I proceeded to consider whether the workmen are, on the merits of the case, entitled to any compensation and I hold that there is no substance in the claim. It is true that Appendix B sets out the duty hours as 12 including certain hours as overtime, but this has to be read in conjunction with Rule 9 which sets out that the normal hours of all employees are ordinarily limited to 8 hours per day and 48 hours per week. The Rule goes on to say, "Appendix B to this Compilation sets out the hours of work of the employees at present in force in different departments". This includes specifically the number of hours to be reckoned as overtime. Having regard to Rule 9 it is quite evident that 12 hours are not the normal duty hours for the staff concerned in this reference, still less can what is stated in Appendix B imply that overtime pay is to be given even if there is no overtime work to be given. It is the normal rule in industrial matters that an employer may require a workman to work overtime to a reasonable extent if the exigencies of service demand it, but it can never be that overtime must be paid even if there is no overtime work and the workman is not required to be present on duty. It would have been better if the entry in Appendix B about the hours of work had been modified so as to clarify what were the normal duty hours. The fact that the Trustees have not done so is made the basis for the claim for compensation. Assuming for argument that there was a technical breach in not amending the entry in Appendix B still the workmen are not entitled to any compensation, when they have not been damaged nor have suffered any detriment on account of the alleged breach. They are not entitled to any compensation whatsoever for not being given overtime work when there was no overtime work to be done. As regards the alleged breach of the Industrial Disputes Act in not giving a sufficient notice of the change made by the Port Trust *viz.* stopping of overtime pay for overtime work not required, the section in the Industrial Disputes Act (Section 9A) requiring such a notice of change was not in force when the Port Trust made the change. That Section came into force on 10th March 1957, while the notice of the Port Trust discontinuing payment of overtime in respect of periods for which the Port Staff was not asked to work overtime was given long before this date. So there was no breach of Section 9A of the Industrial Disputes Act, and in any case as stated above, the workmen have not suffered any detriment by the alleged breach.

6. In the course of the arguments the question whether this Reference covered scheduled workman was argued, the contention of the Union being that the Reference covers them—while the contention of the Port Trust representative was that the Reference does not cover them. The wording of the reference suggests that the reference covers non-scheduled workmen only, but assuming for argument that the reference covers scheduled workmen also, the reasons for rejecting the demand apply a fortiori to the scheduled workmen, for the Rules of which it is alleged the Trustees of the Port committed a breach do not apply to scheduled workmen. As regards the argument referred to in the Union's statement of the practice in Calcutta, in the first place it is irrelevant and secondly as pointed out by the Trustees in their written statement of which quotation is given in para 3 above the facts and circumstances in Calcutta are different.

7. In the result my decision is as under:

The fact that when a vessel is laid up for survey or repairs the duty hours of the crews are fixed at 8 hours does not constitute a breach of the Trustees' Rules and Regulations for Non-scheduled staff, nor does it otherwise constitute an illegality. The workmen are not entitled to any relief. The demand for the continuance of 12-hour shift during the period of survey and/or repairs is not justifiable.

Sd./- M. R. MEHER,
Arbitrator.
[No. 28/91/62/LRIV.]

Bombay,

Dated, the 16th February, 1963.

ORDER

New Delhi, the 27th February 1963

S.O. 625.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the State Bank of India, New Delhi and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Delhi, constituted under section 7A of the said Act.

SCHEDULE

Whether the action of the State Bank of India, New Delhi in overlooking the claims of Shri J. N. Kapur, clerk, in the matter of promotion to the post of Trainee Assistant, was justified and, if not, to what relief is he entitled?

[No. 51(53)/62-LRIV.]

G. JAGANNATHAN, Under Secy

MINISTRY OF RAILWAYS

(Railway Board)

New Delhi, the 4th March 1963

S.O. 626.—In pursuance of sub-section (2) of section 29 of the Indian Railways Act, 1890 (9 of 1890) and in supersession of the orders contained in the notification of the Government of India in the Ministry of Railways No. TCI/1055/57, dated the 27th September, 1958, and the orders contained in the notification of the Government of India in the Ministry of Railways (Railway Board) No. 6453-TC, dated the 20th March, 1951, the Central Government hereby fixes

the following rates of charges, for local booking on the Bombay Port Trust Railway, and for traffic inter-changed with Main Line Railways, namely:—

(A) FOR LOCAL BOOKING ON THE BOMBAY PORT TRUST RAILWAY—

- (i) *Charges for excess weight loaded in wagons in cases other than those mentioned in clauses (ii), (iii) and (v) hereunder.*

Rs. 1.50 per tonne or part of a tonne at owner's risk and Rs. 2.25 per tonne or part of a tonne at railways' risk, on excess weight upto 3 tonnes per four wheeled wagon and 6 tonnes per bogie wagon over the marked carrying capacity of the respective wagons. Wagons loaded in excess of these limits will be rejected and returned to the booking station for reduction of their loads.

- (ii) *Charging of excess weight of ores loaded in Wagons consigned to Docks.*

Rs. 1.50 per tonne or part of a tonne in respect of bookings at owner's risk and Rs. 2.25 per tonne or part of a tonne in respect of bookings at Railways' risk, on excess weight upto 3 tonnes in excess of the marked carrying capacity of a four wheeled wagon, namely, 20.3 tonnes or 23.4 tonnes as the case may be. Wagons loaded in excess of those limits will be rejected and returned to the exporters' siding for reduction of their loads.

- (iii) *Charging of excess weight of Scrap Iron loaded in wagons.*

Rs. 1.50 per tonne or part of a tonne in respect of bookings at owner's risk and Rs. 2.25 per tonne or part of a tonne in respect of bookings at Railways' risk, on excess weight upto a limit of 3 tonnes per four wheeled wagon and 6 tonnes per bogie wagon over the marked carrying capacity of 20.3 tonnes or 23.4 tonnes and 40.6 tonnes as the case may be. Wagons loaded in excess of these limits will be rejected and returned to the booking station for reduction in their loads.

NOTE.—The charges under items (ii) and (iii) above will be made on the completion of each shipment.

- (iv) *Haulage charge on goods traffic in wagon loads booked locally on the Bombay Port Trust Railway, i.e., from one station of the Bombay Port Trust Railway to another station of the same railway.*

	Rate per four wheeled wagon		Rate per bogie wagon of
	20.3 tonnes carrying capacity.	23.4 tonnes carrying capacity (for ores traffic only).	40.6 tonnes carrying capacity.
At owner's risk.	Rs. nP. 30.00	Rs. nP. 34.50	Rs. nP. 60.00
At Railway's risk.	45.00	51.75	90.00

NOTE.—Any excess over the above carrying capacity of the wagons will be charged for at the rates mentioned and shall be subject to the conditions mentioned in items (i), (ii) and (iii) above.

- (v) *Haulage charge over the Bombay Port Trust Railway for traffic in wagon loads booked from one siding to another siding at the same station.*

	Rate per four wheeled wagon		Rate per bogie wagon of
	20.3 tonnes carrying capacity.	23.4 tonnes carrying capacity (for ores traffic only).	40.6 tonnes carrying capacity.
	Rs. nP.	Rs. nP.	Rs. nP.
At owner's risk.	20.00	23.00	40.00
At Railway's risk.	30.00	34.50	60.00

NOTE.—Any excess over the above carrying capacity of the wagons shall be subject to the maximum loads mentioned in items (i), (ii) and (iii) above and will be charged at the rate of Re. 1/- per tonne or part of a tonne at owner's risk and Rs. 1.50 per tonne or part of a tonne at Railway's risks and not at the rates mentioned in items (i), (ii) and (iii).

(B) FOR TRAFFIC INTER-CHANGED WITH MAIN LINE RAILWAYS.

- (i) *Haulage charge on goods traffic of all description (except cotton, petrol, methylated spirit, solvent oil and rectified spirit) in small lots and wagon loads.*

(a) Small lots, i.e., on consignments weighing less than 90 quintals.

8 nP. per quintal subject to a minimum charge of 50 nP. per consignment and a maximum charge of Rs. 12.50 per four or six wheeled wagon.

(b) Wagon Loads.

Rs. 12.50 per Broad Gauge four wheeled or six wheeled wagon.

NOTE.—The charges for a bogie wagon will be twice the charges for a four wheeled or six wheeled wagon.

- (ii) *Haulage charge on cotton, petrol, methylated spirit, solvent oil and rectified spirit in small lots and wagon loads.*

(a) Cotton bales or in boras.

16 nP. per bale or bora subject to a maximum charge of Rs. 12.50 per Broad gauge four or six wheeled wagon.

(b) Petrol, methylated spirit, solvent oil and rectified spirit.

17 nP. per quintal on the chargeable weight of the consignment.

(NOTE.—The maximum charge of Rs. 12.50 per Broad gauge four or six wheeled wagon does not apply in this case.)

NOTE.—The charges for a bogie wagon will be twice the charges for a four wheeled or six wheeled wagon.

[No. TC I/1055/59.]

P. C. MATHEW, Secy.

